

For Your Reference

1. 28 USC § 2041; Deposit of money in pending or adjudicated cases.

All moneys paid into any court of the United States, or received by the officers thereof, in any case pending or adjudicated in such court, shall be forthwith deposited with the Treasurer of the United States or a designated depository, in the name and to the credit of such court. This section shall not prevent the delivery of any such money to the rightful owners upon security, according to agreement of parties, under the direction of the court.

(June 25, 1948, ch. 646, 62 Stat. 960; Pub. L. 97-258 §2(g)(4)(C), Sept. 13, 1982, 96 Stat. 1061.)

2. The quote/invoice/claim (CP 72 A) to be discharged at issue is being discharged in accord with UCC §§ 3-601 [Discharge and Effect of Discharge], 3-602 [Payment], and 3-603 [Tender of Payment]. Therein, in accord with the nature of Civil Code § 8424, bonds are being tendered for discharge.

3. 12 USC § 266; State-chartered banks and other institutions as depositories of public money; fiscal agents; duties.

Banks, savings banks, and savings and loan, building and loan, homestead associations (including cooperative banks), and credit unions created under the laws of any State and the deposits or accounts of which are insured by a State or agency thereof or corporation chartered pursuant to the laws of any State may be depositories of public money and may be employed as fiscal agents of the United States. The Secretary of the Treasury is authorized to deposit public money in any such institution, and shall prescribe such regulations as may be necessary to enable such institutions to become depositories of public money and fiscal agents of the United States. Each such institution shall perform all such reasonable duties as depository of public money and fiscal agent of the United States as may be required of it including services in connection with the collection of taxes and other obligations owed the United States.

(Pub. L. 95-147, §2(d), Oct. 28, 1977, 91 Stat. 1228.)

4. UCC § 3-307; Notice of Breach of Fiduciary Duty.

(a) In this section:

(1) "**Fiduciary**" means an agent, trustee, partner, corporate officer or director, or other representative owing a fiduciary duty with respect to an instrument.

(2) "**Represented person**" means the principal, beneficiary, partnership, corporation, or other person to whom the duty stated in paragraph (1) is owed.

(b) If (i) an instrument is taken from a fiduciary for payment or collection or for value, (ii) the taker has knowledge of the fiduciary status of the fiduciary, and (iii) the represented person makes a claim to the instrument or its proceeds on the basis that the transaction of the fiduciary is a breach of fiduciary duty, the following rules apply:

(1) Notice of breach of fiduciary duty by the fiduciary is notice of the claim of the represented person.

(2) In the case of an instrument payable to the represented person or the fiduciary as such, the taker has notice of the breach of fiduciary duty if the instrument is (i) taken in payment of or as security for a debt known by the taker to be the personal debt of the fiduciary, (ii) taken in a transaction known by the taker to be for the personal benefit of the fiduciary, or (iii) deposited to an account other than an account of the fiduciary, as such, or an account of the represented person.

(3) If an instrument is issued by the represented person or the fiduciary as such, and made payable to the fiduciary personally, the taker does not have notice of the breach of fiduciary duty unless the taker knows of the breach of fiduciary duty.

(4) If an instrument is issued by the represented person or the fiduciary as such, to the taker as payee, the taker has notice of the breach of fiduciary duty if the instrument is (i) taken in payment of or as security for a debt known by the taker to be the personal debt of the fiduciary, (ii) taken in a transaction known by the taker to be for the personal benefit of the fiduciary, or (iii) deposited to an account other than an account of the fiduciary, as such, or an account of the represented person.

5. 18 USC § 8; Obligation or other security of the United States defined.

The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.

(June 25, 1948, ch. 645, 62 Stat. 685.)

6. 48 CFR Ch. 1 53.228 Bonds and Insurance.

The following standard forms are prescribed for use for bond and insurance requirements, as specified in part 28:

(a) SF 24 (Rev. 8/2016) Bid Bond. (See 28.106-1.)

(b) SF 25 (Rev. 8/2016) Performance Bond. (See 28.106-1(b).)

(c) SF 25A (Rev. 8/2016) Payment Bond. (See 28.106-1(c).)

(e) SF 28 (Rev. FEB 2021) Affidavit of Individual Surety. (See 28.106-1(e) and 28.203-1(b)(3).)

(h) SF 273 (Rev. 4/2013) Reinsurance Agreement for a Bonds statute Performance Bond. (See 28.106-1(h) and 28.202(a)(4).)

(i) SF 274 (Rev. 4/2013) Reinsurance Agreement for a Bonds statute Payment Bond. (See 28.106-1(i) and 28.202(a)(4).)

(j) SF 275 (Rev. 10/1998) Reinsurance Agreement in Favor of the United States. (See 28.106-1(j) and 28.202(a)(4).)

(n) SF 1418 (Rev. 2/1999) Performance Bond For Other Than Construction Contracts. (See 28.106-1(n).)

(o) OF 91 (Rev. 1/1990), Release of Personal Property from Escrow. (See 28.106 1(o) and 28.203-3(a).)

Bonds and insurance. General Services Administration bonds, GSA forms OF 25a Release of Lien of Real Property OF 91 Release of Personal Property from Escrow, SF28 Affidavit of Individual Surety, and various bid, performance, and payment bonds, such as SF24 Bid Bond, SF 25 Performance Bond, and SF 25A Payment Bond, SF 1418 Performance Bond, SF 1416 Payment Bond,, as well as the Miller Act bonds SF 273 Bid Bond, SF 274 Performance Bond, and SF 275 Payment Bond are viable options to use to replace and redeem the bonds as legal tender.

See Handling Surety Performance Bond and Payment Bond Claims by James Reynolds, Jr. Esquire, Pennsylvania BAR Member. In particular see page "-1-" regarding "A. What is a surety bond?" Regarding "three-party agreement", "principal [aka primary obligor], the obligee, and the surety [aka secondary obligor], and "C. 1. Contract Surety Bonds..."

- Secured Party herein is the Principal and Obligor.
- Party being "Paid" is the Obligee.
- U.S. Treasury Department (Treasury Direct Account Banker) is the Secondary Obligor.

https://www.margolisedelstein.com/files/reynolds_-_surety_performance_bond_claims_1.pdf

7. 41 CFR § 105-55.030 Discharge of indebtedness; reporting requirements.

(a) Before discharging a delinquent debt (also referred to as a close out of the debt), the General Services Administration (GSA) will take all appropriate steps to collect the debt in accordance with 31 U.S.C. 3711(g), including, as applicable, administrative offset, tax refund offset, Federal salary offset, referral to Treasury, Treasury designated debt collection centers or private collection contractors, credit bureau reporting, wage garnishment, litigation, and foreclosure. Discharge of indebtedness is distinct from termination or suspension of collection activity and is governed by the Internal Revenue Code. When collection action on a debt is suspended or terminated, the debt remains delinquent and further collection action may be pursued at a later date in accordance with the standards set forth in this part. When GSA discharges a debt in full or in part, further collection action is prohibited. Therefore, GSA will make the determination that collection action is no longer warranted before discharging a debt. Before discharging a debt, GSA will terminate debt collection action.

(b) Section 3711(i), Title 31, United States Code, requires GSA to sell a delinquent non tax debt upon termination of collection action if the Secretary determines such a sale is in the best interests of the United States. Since the discharge of a debt precludes any further collection action (including the sale of a delinquent debt), discharge a debt until the requirements of GSA may not 31 U.S.C. 3711(i) have been met.

(c) Upon discharge of a debt of more than \$600, GSA must report the discharge to the Internal Revenue Service (IRS) in accordance with the requirements of and 26 CFR 1.6050P-1. 26 U.S.C. 6050P GSA may request Treasury or Treasury-designated debt collection centers to file such a discharge report to the IRS on the Agency's behalf.

(d) When discharging a debt, GSA will request the release any liens of record securing the debt.

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TIMELINE TO PERFORM:

The Bank/Court has 30 days to process the bond as legal tender before a bond estoppel is issued to release the lien on the property. Failure/refusal to perform is a tort.

Am Jur 2nd, Vol. 28, ESTOPPEL AND WAIVER, §25. In Bond

The presentment of the bond meets the estoppel and waiver requirements "In Bond" as "A bond is a formal written instrument, and the recitals therein are frequently held to be operative as an estoppel." Am Jur 2nd, Vol. 28, ESTOPPEL AND WAIVER, §25. In Bond, page 623-625. Therein, the case of Speake v. United States, 9 Cranch (U.S.) 28 (1815), addresses the issue of discharging "penal sums" proving that this concept of discharge is very old. Therein, both the Federal Miller Act (codified at Title 40 U.S.C.) and the applicable State "Little Miller Act" apply as related to the discharging subject matter. Furthermore, admiralty requirements (on land) and premises found at Black Diamond S. S. Corp. v. Robert Stewart & Sons, 336 U.S. 386 (1949) apply.

"Admiralty practice is a unique system of substantive law and procedure with which members of this Court are singularly deficient in experience."

"The proceeding is conducted in two stages. In the first or preliminary stage the owner petitions for relief from personal liability, is required either to surrender his interest in the ship and her freight or to stipulate, with adequate bond, to pay into court its value. The statute says, 'Upon compliance with the requirements of this section all claims and proceedings against the owner with respect to **630 the matter in question shall cease.' At this point an important change in the nature of the proceeding occurs.

The proceeding continues as a proceeding in rem against either the ship or the fund as the res. Our rules provide that when petitioner complies with the court's order as to surrender or bond, the court shall issue a monition requiring all persons asserting claims to file the *401 same and may also issue injunction against the further prosecution of suits against either the owner or the vessel. Rule 51. The court then adjudicates the claims and apportions the available fund among them. Rule 52. The owner is at liberty to contest his liability or the liability of the vessel 'provided he shall have complied' with the requirements of surrender or deposit as above set forth. Rule 53."

The bank/court is reminded that pursuant to the U.S. Const., A3, S2, Cl. 1, we have four law forms; common law, equity, admiralty, and maritime. In 1938 common law and equity were merged to form "civil law." In 1966 admiralty and maritime were merged into "civil law," which then allowed admiralty remedies to be applied to the other law forms/jurisdictions and vice versa.

For a quick class on bonding see Handling Surety Performance Bond and Payment Bond Claims, R. James Reynolds, Jr. found at https://www.margolisedelstein.com/files/reynolds_-_surety_performance_bond_claims_1.pdf

After more than 30 days have passed estoppel applies against further claims. Because you were timely noticed in commerce, in the nature of the Uniform Commercial Code (State Law) and the rules in the nature of the Administrative

Procedures Act of 1946, you are therefore barred from any further claim in accord with the doctrine of collateral estoppel. If you persist in maintaining commercial claims in the nature Title 27 CFR § 72.11, "commercial crimes" defined, or Title 26 USC § 6325, "release of lien or discharge of property", or in violation of Title 28 USC § 2041, "deposit of monies in pending or adjudicated cases", then you are guilty of maintaining fraudulent securities claims in violation of Title 18 USC § 472, Uttering counterfeit obligations or securities. This violation is actionable sounding in tort.

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Failure to perform would constitute RESTRAINT OF TRADE, which is covered by the following. Restraint of Trade claims are filed at the U.S. Court of Federal Claims or the U.S. Court of International Trade:

8. 15 USC § 1; Trusts, etc. in restraint of trade illegal; penalty.

Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.

(July 2, 1890, ch. 647, §1, 26 Stat. 209; Aug. 17, 1937, ch. 690, title VIII, 50 Stat. 693; July 7, 1955, ch. 281, 69 Stat. 282; Pub. L. 93-528, §3, Dec. 21, 1974, 88 Stat. 1708; Pub. L. 94-145, §2, Dec. 12, 1975, 89 Stat. 801; Pub. L. 101-588, §4(a), Nov. 16, 1990, 104 Stat. 2880; Pub. L. 108-237, title II, §215(a), June 22, 2004, 118 Stat. 668.)

9. 15 USC § 2; Monopolizing trade a felony; penalty.

Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.

(July 2, 1890, ch. 647, §2, 26 Stat. 209; July 7, 1955, ch. 281, 69 Stat. 282; Pub. L. 93-528, §3, Dec. 21, 1974, 88 Stat. 1708; Pub. L. 101-588, §4(b), Nov. 16, 1990, 104 Stat. 2880; Pub. L. 108-237, title II, §215(b), June 22, 2004, 118 Stat. 668.)

10. 18 USC § 371; Conspiracy to commit offense or to defraud United States.

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall

be fined under this title or imprisoned not more than five years, or both.

If, however, the offense, the commission of which is the object of the conspiracy, is a misdemeanor only, the punishment for such conspiracy shall not exceed the maximum punishment provided for such misdemeanor.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.)

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas THEYA KANAGARATNAM, of California - A28-935-476, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 218-19-3695,
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number 2005026956 on deposit
at US BANK
(Name of Financial Institution)

located at 800 Nicollet Mall Minneapolis, MN 55402-7014, and
(Address of Financial Institution)

Whereas I, THEYA KANAGARATNAM TRUST, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

US BANK, Att: Processing; 2005026956 - See GSA FORM; SF24; SF25; SF25A; SF28; SF1418;
SF273, SF274, SF275, O F91.

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

US BANK; Att: Processing
(Name of Financial Institution)

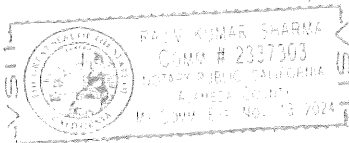
[Date]

04/04/2024

[Signature]

Theya K

Seal



Ravi Kumar Sharma
Apr 14, 2024

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 91 (1-90)
Prescribed by GSA-FAR (48 CFR) 53.228(c)

Bid Bond (See Instructions on Page 3)		Date Bond Executed (Must Not Be Later Than Bid Opening Date) OPEN		OMB Control Number: 9000-0045 Expiration Date: 8/31/2025	
Principal (Legal Name And Business Address) THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]				Type Of Organization ("X" One) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) State Of Incorporation CA - A28-935-476	
Surety(ies) (Name And Business Address) THEYA KANAGARATNAM TRUST Depository Trust Company 55 Water Street, New York, New York [10041-0099]					
Penal Sum Of Bond				Bid Identification	
Percent Of Bid Price	Amount Not To Exceed			Bid Date OPEN	Invitation Number 2005026956
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies Or Services)

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

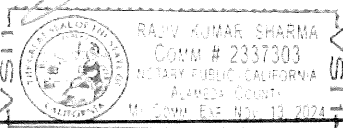
The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

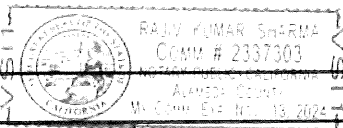
Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. <i>Theya K</i> (Seal)	2. <i>Rajiv K</i> (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1. Theya Kanagaratnam, Principal	2. 	3.	

Individual Surety(ies)

Signature(s)	1. <i>Theya K</i> (Seal)	2. <i>Rajiv K</i> (Seal)
Name(s) (Typed)	1. Theya Kanagaratnam, Principal	2. 

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

Performance Bond	Date Bond Executed (Must be same or later than date of contract) OPEN	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025
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See Instructions on page 3

Principal (Legal name and business address) THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]	Type of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) State of Incorporation California - A28-935-476								
Surety(ies) (Name(s) and business address(es)) THEYA KANAGARATNAM TRUST Depository Trust Company 55 Water Street, New York, New York [10041-0099]	Penal Sum of Bond <table> <tr> <th>Million(s)</th><th>Thousand(s)</th><th>Hundred(s)</th><th>Cents</th></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table> Contract Date OPEN Contract Number 2005026956	Million(s)	Thousand(s)	Hundred(s)	Cents				
Million(s)	Thousand(s)	Hundred(s)	Cents						

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

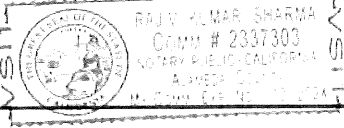
The above obligation is void if the Principal-

- (a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

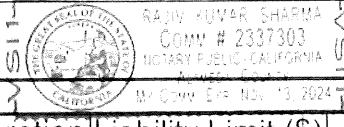
Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Principal

Signature(s)	1. <i>Theya Key</i> (Seal)	2. <i>Rajiv</i> (Seal)	3. (Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	1. Theya Kanagaratnam, Principal	2. 	3.	

Individual Surety(ies)


Signature(s)	1. <i>Theya Key</i> (Seal)	2. <i>Rajiv</i> (Seal)
Name(s) (Typed)	1. Theya Kanagaratnam, Principal	2. 

Corporate Surety(ies)

Surety A	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety B	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety C	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety D	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety E	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Corporate Surety(ies) (continued)

Surety F	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety G	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Bond Premium 	Rate Per Thousand (\$)	Total (\$)
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Instructions

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

Payment Bond (See Instructions On Page 3)	Date Bond Executed (Must be same or later than date of contract) OPEN	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025
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Principal (Legal name and business address) THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]	Type Of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) State Of Incorporation CA - A28-935-476
Surety(ies) (Name(s) and business address(es)) THEYA KANAGARATNAM TRUST Depository Trust Company 55 Water Street, New York, New York [10041-0099]	Penal Sum Of Bond Million(s) Thousand(s) Hundred(s) Cents Contract Date OPEN Contract Number 2005026956

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

Witness:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Principal			
Signature(s)	1. <i>Theya Kanagaratnam</i> (Seal)	2. <i>[Signature]</i> (Seal)	3. <i>[Signature]</i> (Seal)
Name(s) & Title(s) (Typed)	1. Theya Kanagaratnam	2. Principal	3. RAJ KUMAR SHARMA COMM # 2337303 NOTARY PUBLIC, CALIFORNIA A MEXICO 23 011 NOTARY EXPI. 08/13/2024

Individual Surety(ies)			
Signature(s)	1. <i>Theya Kanagaratnam</i> (Seal)	2. <i>[Signature]</i> (Seal)	
Name(s) (Typed)	1. Theya Kanagaratnam, Principal	2.	

Corporate Surety(ies)			
Surety A	Name & Address	State Of Incorporation	Liability Limit
	Signature(s)	1.	2.
	Name(s) & Title(s) (Typed)	1.	2.

Corporate Surety(ies) (Continued)

Surety B	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety C	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety D	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety E	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety F	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety G	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Instructions

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

Affidavit Of Individual Surety

(See instructions on page 4)

OMB Control Number: 9000-0001**Expiration Date: 1/31/2027**State Of
California

County Of

ss.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. Where the sureties are acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. Name (First, Middle, Last) (Type or Print) Theya Kanagaratnam	2A. Home Address (Number, Street, City, State, ZIP Code)	
3. Type And Duration Of Occupation Surety/Lifetime	2B. Telephone Number	2C. Email Address
4A. Name And Address Of Employer (Number, Street, City, State, ZIP Code) (If self-employed, so state) Self Employes/California	5A. Name And Address Of Individual Surety Broker Used (Number, Street, City, State, ZIP Code) Depository Trust Company 55 Water Street New York, New York [10041-0099]	
	5B. Surety Broker Email Address	
4B. Employer Email Address	5C. Home Telephone Number	5D. Business Telephone Number
6A. Name And Address Of Financial Institution Submitting The Pledge Of Securities On Behalf Of Individual Surety (Number, Street, City, State, ZIP Code)	6B. Financial Institution Email Address	6C. Routing Transit Number (RTN)
	6D. Contact Person Name	6E. Contact Person Telephone Number
	6F. Contact Person Email Address	

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STANDARD FORM 28 (REV. 10/2023)

Prescribed by GSA-FAR (48 CFR) 53.228(e)

7. The Following Is A True Representation Of The Assets I Have Pledged To The United States In Support Of The Attached Bond. (List The Committee On Uniform Securities Identification Procedures (CUSIP) Number And Par (Face) Amount Of Each Security).

Invoice/Quote: 2005026956 - See GSA FORM; SF24; SF25, SF25A, SF28, SF1418, SF273, SF274, SF275, OF91.

Birth Certificate - CA - A28-935-476 and Social Security - 218-19-3695; Non-Negotiable setoff A28-935-476; Deposited with the United States Treasury Department.

8. Identify All Liens, Judgements, Or Any Other Encumbrances Involving Subject Assets.


US BANK, ATT: Processing; See GSA FORM; SF24, SF25, SF25A, SF28, SF1418, SF273, SF274, SF275, OF91.

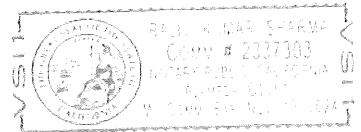
9. Identify All Bonds, Including Bid Guarantees, For Which The Subject Assets Have Been Pledged Within Three Years Prior To The Date Of Execution Of This Affidavit.

Bid Bond issued by US BANK, ATT: Processing agent; See GSA FORM; SF24, SF25, SF25A, SF28, SF1418, SF273, SF274, SF275, OF91.

Documentation Of The Pledged Asset Must Be Attached.

10. Signature 	11. Bond And Contract To Which This Affidavit Relates (where appropriate) 2005026956
--	---

12. Subscribed And Sworn To Before Me As Follows:			Official Seal
a. Date Oath Administered		b. City And State (or other jurisdiction)	
Month 4	Day 4 Year 2024		
c. Name And Title Of Official Administering Oath (type or print) Rajiv Kumar Sharma Notary Public	d. Signature 	e. My Commission Expires 11/13/2024	



Instructions

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See Federal Acquisition Regulation (FAR) 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety (i.e. must be a natural person). Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 0.3 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Reinsurance Agreement For A Bonds Statute Performance Bond (See instructions on Page 3)		OMB Control Number: 9000-0045 Expiration Date: 8/31/2025	
1. Direct Writing Company* THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]		1A. Date Direct Writing Company Executes This Agreement OPEN	
		1B. State Of Incorporation CA - A28-935-476	
2. Reinsuring Company* THEYA KANAGARATNAM TRUST Depository Trust Company 55 Water Street, New York, New York [10041-0099]		2A. Amount Of This Reinsurance (\$)	
		2B. Date Reinsuring Company Executes This Agreement OPEN	
		2C. State Of Incorporation	
3. Description Of Contract		4. Description Of Bond	
3A. Amount Of Contract		4A. Penal Sum Of Bond	
3B. Contract Date	3C. Contract Number	4B. Date Of Bond	4C. Bond Number 2005026956
3D. Description Of Contract Quote/Invoice: 2005026956 US BANK 800 Nocollet Mall Minneapolis, MN 55402-7014		4D. Principal* THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]	
3E. Contracting Agency		4E. State Of Incorporation (If Corporate Principal)	

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

Agreement:

- (a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States, and the performance bond was furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.
- (b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

Terms And Conditions:

- (a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.
- (b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.
- (c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

Witness:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

5. Direct Writing Company

5A(1) Signature

Theya Kay

(2) Attest: Signature

[Signature]



Corporate Seal

5B(1) Name And Title (Typed)

(2) Name And Title (Typed)

Theya Kanagaratnam, Principal

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6. Reinsuring Company

6A(1) Signature

Theya Kanagaratnam

(2) Attest: Signature

Rajiv Kumar Sharma



RAJIV KUMAR SHARMA
COMM # 2337803
NOTARY PUBLIC, STATE OF CALIFORNIA
SANTA ANA COUNTY
My Comm. Exp. Date: 03/2024

Corporate Seal

6B(1) Name And Title (Typed)

Theya Kanagaratnam, Principal

(2) Name And Title (Typed)

Rajiv Kumar Sharma Notary Public

Instructions

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute performance bonds running to the United States. See FAR (48 CFR) 28.202(a)(4) and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

Reinsurance Agreement For A Bonds Statute Payment Bond (See instructions on Page 4)		OMB Control Number: 9000-0045 Expiration Date: 8/31/2025	
1. Direct Writing Company* THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]		1A. Date Direct Writing Company Executes This Agreement OPEN	
		1B. State Of Incorporation CA - A28-935-476	
2. Reinsuring Company* THEYA KANAGARATNAM TRUST Depository Trust Company 55 Water Street, New York, New York [10041-0099]		2A. Amount Of This Reinsurance \$	
		2B. Date Reinsuring Company Executes This Agreement OPEN	
		2C. State Of Incorporation	
3. Description Of Contract		4. Description Of Bond	
3A. Amount Of Contract		4A. Penal Sum Of Bond	
3B. Contract Date	3C. Contract Number	4B. Date Of Bond	4C. Bond Number 2005026956
3D. Description Of Contract Performance Bond; Quote/Invoice: 2005026956 US BANK 800 Nocollet Mall Minneapolis, MN 55402-7014		4D. Principal* THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]	
3E. Contracting Agency		4E. State Of Incorporation (If Corporate Principal)	

*Items 1, 2, 4D - furnished legal name, business address and ZIP Code.

Agreement:

- (a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount Of This Reinsurance"), or for whatever amount less than the "Amount Of This Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.
- (b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

Terms And Conditions:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount Of This Reinsurance," or for any sum less than the "Amount Of This Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

Therefore:




- 1. The Reinsuring Company covenants and agrees -
 - (a) To pay the "Amount Of This Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount Of This Reinsurance;" and
 - (b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount Of This Reinsurance."

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount Of This Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by 40 U.S.C. 3133 may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount Of This Reinsurance" or, if the amount of the default is for less than the "Amount Of This Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.
3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.
4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.



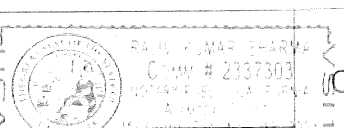
Witness:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. Direct Writing Company

5A. (1) Signature 	(2) Attest: Signature 		Corporate
5B. (1) Name And Title (Typed) Theya Kanagaratnam, Principal	(2) Name And Title (Typed) Rajiv Kumar Sharma, Notary Public		Seal

6. Reinsuring Company

6A. (1) Signature 	(2) Attest: Signature 		Corporate
6B. (1) Name And Title (Typed) Theya Kanagaratnam, Principal	(2) Name And Title (Typed) Rajiv Kumar Sharma, Notary Public		Seal

Instructions

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute payment bonds running to the United States. See FAR (48 CFR) 28.202(a)(4) and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

Paperwork Reduction Act Statement

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Reinsurance Agreement In Favor Of The United States (See instructions on Page 3)		OMB Control Number: 9000-0045 Expiration Date: 8/31/2025	
1. Direct Writing Company*		1A. Date Direct Writing Company Executes This Agreement OPEN	
THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]		1B. State of Incorporation CA - A28-935-476	
2. Reinsuring Company*		2A. Amount of This Reinsurance (\$)	
THEYA KANAGARATNAM TRUST Depository Trust Company 55 Water Street, New York, New York [10041-0099]		2B. Date Reinsuring Company Executes This Agreement OPEN	
		2C. State of Incorporation	
3. Description of Bond			
3A. Description of Bond (Type, purpose, etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)		3B. Penal Sum of Bond \$	
Payment Bond; Quote/Invoice:2005026956 US BANK 800 Nocollet Mall Minneapolis, MN 55402-7014		3C. Date of Bond	3D. Bond Number 2005026956
		3E. Principal*	
		THEYA KANAGARATNAM TRUST c/o 2316 Lakeshore Ave #16 Oakland, California [94606]	
		3F. State of Incorporation (If corporate principal)	

Agreement:

- (a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.
- (b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

Terms and Conditions:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

Therefore:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.
2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

Witness

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

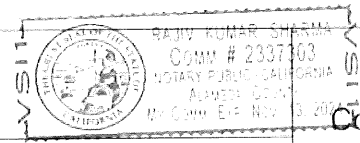
4. Direct Writing Company

4A(1). Signature

Theya Kanagaratnam

(2). Attest: Signature

Rajiv Kumar Sharma



Corporate Seal

4B(1). Name and Title (Typed)

Theya Kanagaratnam, Principal

4B(2). Name and Title (Typed)

Rajiv Kumar Sharma Notary Public

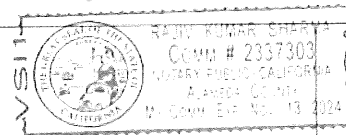
5. Reinsuring Company

5A(1). Signature

Theya Kanagaratnam

(2). Attest: Signature

Rajiv Kumar Sharma



Corporate Seal

5B(1). Name and Title (Typed)

Theya Kanagaratnam, Principal

5B(2). Name and Title (Typed)

Rajiv Kumar Sharma Notary Public

Instructions

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See Federal Acquisition Regulation - Code of Federal Regulations at (48 CFR) 28.202(a)(4) and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

**PERFORMANCE BOND FOR OTHER THAN
CONSTRUCTION CONTRACTS**
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date
of contract)

OPEN

OMB Control Number: 9000-0045
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507 as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

THEYA KANAGARATNAM TRUST
c/o 2316 Lakeshore Ave #16
Oakland, California [94606]1]

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☐ CORPORATION

STATE OF INCORPORATION

CA - A28-935-476

SURETY(IES) (Name(s) and business address(es))

THEYA KANAGARATNAM TRUST
Depository Trust Company
55 Water Street, New York, New York [10041-0099]

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
CONTRACT DATE OPEN		CONTRACT NUMBER 2005026956	
OPTION DATE		OPTION NUMBER	

OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies); and during the life of any guaranty required under the contract; and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.



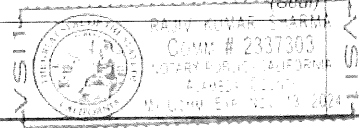
The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

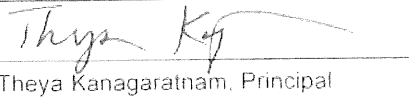

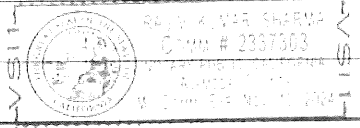
WITNESS

The principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1 	2 		Corporate Seal
NAME(S) & TITLE(S) (Typed)	1 Theya Kanagaratnam, Principal	2		

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1 	2 		(Seal)
NAME(S) (Typed)	1 Theya Kanagaratnam, Principal	2		

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)			
	NAME(S) & TITLE(S) (Typed)			

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Previous edition is void.

STANDARD FORM 1418 (REV. 2/1999)

Case: 24-40209

Doc# 27-1

Filed: 05/20/24

Entered: 05/20/24 10:13:32

Page 34

of 92

SURETY B	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1	2			
	NAME(S) & TITLE(S) (Typed)	1	2			
SURETY C	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1	2			
	NAME(S) & TITLE(S) (Typed)	1	2			
SURETY D	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1	2			
	NAME(S) & TITLE(S) (Typed)	1	2			
SURETY E	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1	2			
	NAME(S) & TITLE(S) (Typed)	1	2			
SURETY F	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1	2			
	NAME(S) & TITLE(S) (Typed)	1	2			
SURETY G	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1	2			
	NAME(S) & TITLE(S) (Typed)	1	2			

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
--------------	------------------------	------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

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Delivered to Agent for Final Delivery

MINNEAPOLIS, MN 55402

April 10, 2024, 10:22 am

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Delivered to Agent**Delivered to Agent for Final Delivery**

MINNEAPOLIS, MN 55402

April 10, 2024, 10:22 am

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COPPELL, TX 75019

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WASHINGTON, DC 20220

April 18, 2024, 3:40 am

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FROM: 0

THEYA KANAGARATNAM

On the county at Large, alameda

Non-Domestic

c/o 2316 Lakeshore Ave #16

Oakland, California [94606]

TO:

U.S. TREASURY DEPARTMENT

c/o Janet Yellen, **Trustee**

1500 Pennsylvania Avenue, NW

Washington, DC 20220

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6065 60

=====

TO:

DEPOSITORY TRUST COMPANY

c/o Frank La Salle, **Surety**

55 Water Street

New York, NY 10041-0099

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6065 77

=====

CC:

US BANK

c/o John Stern, CFO

800 Nicollet Mall

Minneapolis, MN 55402-7014

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6065 84

=====

SELENE FINANCE

c/o Robert Lay, CFO

3501 Olympus Blvd, Suite 500

Dallas, TX 75019

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6113 35

=====

MTC FINANCIAL INC, DBA TRUSTEE CORPS

c/o Rande Johnsen, CFO

17100 Gillette Ave

Irvine, CA 92614

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6113 42

=====

May 7, 2024

RE: CERTIFIED DEPOSIT ORDER
Authorized Setoff from TDA Pre-paid Exemption Account No.:
A28-935-476/218193695; CUSIP: 09258N315
Transmitting Utility: THEYA LANAGARATNAM TRUST
Accepted Quote/Invoice ID: 2005026956, 000128-00000-000002-000256
2067701 4595LT01_1, MIN# 100039033123590196, Date 05/24/2013,
\$304,200.00

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
(Applicable to all Successors and Assigns)

AN AUTHENTICATED FOREIGN DOCUMENT
HAGUE CONVENTION, 5 October 1961
AFFIDAVIT FOR: PUBLIC NOTICE, HONORABLE CLARIFICATIONS
48 CFR Ch. 1, 53.228 Bonds and Insurance

Dear Janet Yellen, Trustee and Frank La Salle, Surety:

INTRODUCTION

Now Comes Aggrieved party with a right to a remedy, Theya Kanagaratnam (U.C.C. § 1-201; (1)(2)(3)(27)(14) (Hereinafter Aggrieved party), Sui Juris, Secured Party (U.C.C. § 9-105), NONPERSON (U.C.C. § 1-201(27)), NON-RESIDENT, NON-DEBTOR (28 U.S.C. § 3002(4)), NON-CORPERATED, NON-FICTION, NON-SUBJECT, NONPARTICIPANT in any Government programs, a Living flesh and blood Woman standing on the ground. Sovereign, NON-CITIZEN, under Special Appearance (Rule 8 (E)) not generally, NON-DEFENDANT (U.C.C. § 1-201(14)), Holder-In-Due-Course (U.C.C. § 3-302(A)(2)) of all documentation (U.C.C. § 5-102(6)) of the "Entity" Cestui Que Vie trust CORPORATE FICTION: THEYA KANAGARATNAM, representing the Corporate Fiction. **Under no circumstances** is the Plaintiff "Pro Se" as this Complaint is filed under the Holder-In-Due-Couse; Theya Kanagaratnam of the "Cestui Que Vie trust" of THEYA KANAGARATNAM.

It appears that the fiscal agent, John Stern, CFO, US Bank has received the original bond deposit order and voucher and Janet Yellen, Trustee, received a copy. Both were received and signed for by an agent via USPS Certified Mail, Restricted Delivery:

US BANK: RE 214 643 297 US

US TREASURY DEPARTMENT: 9589 0710 5270 1005 6067 20

As anticipated, it appears that your fiscal agent, John Stern, CFO of US Bank, has willfully dishonored our contract and refused tender. Mr. Stern may also have disposed of the original notarized bond and voucher, which is

the property of the United States. This may be a crime in accord with 18 USC § 641 "Public money, property, or records."

If it was not your intention to refuse tender, I will afford you an additional **72 Hours** to correct this issue and immediately credit the account and deliver the property to me. Payment tendered is payment paid. Debt Discharged.

Mr. Frank La Salle, if Janet Yellen's office vacates their Office of Trustee, as the Surety you are hereby instructed to perform and immediately discharge the liabilities and issue the credit to US BANK.

NOTICE OF ESTOPPEL BY BOND

Am Jur 2nd, Vol. 28, ESTOPPEL AND WAIVER, \$25. In Bond

The presentment of the bond meets the estoppel and waiver requirements "In Bond" as "A bond is a formal written instrument, and the recitals therein are frequently held to be operative as an estoppel." Am Jur 2nd, Vol. 28, ESTOPPEL AND WAIVER, \$25. In Bond, page 623-625. Therein, the case of **Speake v. United States**, 9 Cranch (U.S.) 28 (1815), addresses the issue of discharging "penal sums" proving that this concept of discharge is very old. Therein, both the Federal Miller Act (codified at Title 40 U.S.C.) and the applicable State "Little Miller Act" apply as related to the discharging subject matter. Furthermore, admiralty requirements (on land) and premises found at **Black Diamond S. S. Corp. v. Robert Stewart & Sons**, 336 U.S. 386 (1949) apply.

"Admiralty practice is a unique system of substantive law and procedure with which members of this Court are singularly deficient in experience."

"The proceeding is conducted in two stages. In the first or preliminary stage the owner petitions for relief from personal liability, is required either to surrender his interest in the ship and her freight or to stipulate, with adequate bond, to pay into court its value. The statute says, 'Upon compliance with the requirements of this section all claims and proceedings against the owner with respect to **630 the matter in question shall cease.' At this point an important change in the nature of the proceeding occurs.

The proceeding continues as a proceeding in rem against either the ship or the fund as the res. Our rules provide that when petitioner complies with the court's order as to surrender or bond, the court shall issue a monition requiring all persons asserting claims to file the *401 same and may also issue injunction against the further prosecution of suits against either the owner or the vessel. Rule 51. The court then adjudicates the claims and apportions the available fund among them. Rule 52. The owner is at liberty to contest his liability or the liability of the vessel 'provided he shall have complied' with the requirements of surrender or deposit as above set forth. Rule 53."

The reader is reminded that pursuant to the U.S. Const., A3, S2, Cl. 1, we have four law forms; common law, equity, admiralty, and maritime. In 1938

common law and equity were merged to form "civil law." In 1966 admiralty and maritime were merged into "civil law," which then allowed admiralty remedies to be applied to the other law forms/jurisdictions and vice versa.

For a quick class on bonding see Handling Surety Performance Bond and Payment Bond Claims, R. James Reynolds, Jr. Esq. found at

https://www.margolisedelstein.com/files/reynolds_surety_performance_bond_claims_1.pdf

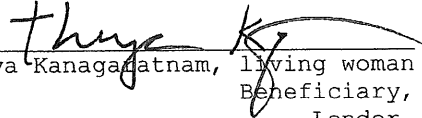
After more than **30 DAYS** have passed estoppel applies against further claims. Because you were timely noticed in commerce, in the nature of the Uniform Commercial Code (State Law) and the rules in the nature of the Administrative Procedures Act of 1946, you are therefore barred from any further claim in accord with the doctrine of collateral estoppel. If you persist in maintaining commercial claims in the nature of Title 27 CFR § 72.11, "commercial crimes" defined, or Title 26 USC § 6325, "release of lien or discharge of property", or in violation of Title 28 USC § 2041, "deposit of monies in pending or adjudicated cases", and 41 CFR § 105-55.030 "Discharge of indebtedness; reporting requirements" then you are guilty of maintaining fraudulent securities claims in violation of Title 18 USC § 472, Uttering counterfeit obligations or securities. This violation is actionable sounding in tort. Additionally, if you persist in your demands, you are barred from doing so in accord with UCC § 3-305 "Defenses and claims in recoupment" and UCC § 3-306 "Claims to an instrument" in addition to willfully and negligently violating the Fair Credit Reporting Act, which authorizes me to file a tort claim against you in accord with 15 USC §§ 1681n and 1681o for "civil liability for willful noncompliance" and "negligent noncompliance." See Department of Agriculture Rural Development Rural Housing Service v Kirtz, US Supreme Court Slip Opinion No. 22-846 February 8, 2024.

RESCIND OF SIGNATURES AND/OR CONTRACTS

Theya Kanagaratnam, has revoked, rescinded and canceled any and all signatures, and cancels any and all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship of The State Of California; over the Corporate Fiction of THEYA KANAGARATNAM TRUST.

Dated and Executed by my own hand 7th day of May 2024.

Respectfully Submitted, Standing firm in equity,

By: 
Theya Kanagaratnam, living woman
Beneficiary,
Lender,
Creditor,
Secured Party,
Real Party In Interest,
Without Prejudice,
Without Recourse,
d/b/a THEYA KANGARATNAM

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NEW YORK, NY 10004

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USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

MINNEAPOLIS, MN 55402

May 10, 2024, 10:48 am

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

[See More](#) ✓

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

USPS Tracking®

[FAQs >](#)

Tracking Number:

Remove X

9589071052701005611342

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:35 pm on May 13, 2024 in IRVINE, CA 92614.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

IRVINE, CA 92614

May 13, 2024, 1:35 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

FROM:

THEYA KANAGARATNAM
On the county at Large, alameda
Non-Domestic
c/o 2316 Lakeshore Ave #16
Oakland, California [94606]

TO

US Bank
c/o John Stern, CFO
800 Nicollet Mall
Minneapolis, MN 55402-7014

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6112 67

=====

SELENE FINANCE
c/o Robert Lay, CFO
3501 Olympus Blvd, Suite 500
Dallas, TX 75019

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6112 74

=====

MTC FINANCIAL INC, DBA TRUSTEE CORPS
c/o Rande Johnsen, CFO
17100 Gillette Ave
Irvine, CA 92614

=====

CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 1005 6112 81

=====

DATE: May 14, 2024

RE: NON-NEGOTIABLE NOTICE OF CRIMINAL LIABILITY FOR WILLFUL AND KNOWING
VIOLATION; 15 USC § 1611.
NON-NEGOTIABLE NOTICE OF TORT

ATT: UNDERWRITING DEPARTMENT

RE: CERTIFIED DEPOSIT ORDER
Authorized Setoff from TDA Pre-paid Exemption Account No.:
A28-935-476/218193695; CUSIP: 09258N315
Transmitting Utility: THEYA KANAGARATNAM TRUST
Accepted Quote/Invoice ID: 2005026956, 000128-000000-000002-000256
2067701 4595LT01_1, MIN# 100039033123590196, Date 05/24/2013,
\$304,200.00

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

ACTUAL AND CONSTRUCTIVE LEGAL NOTICE
UCC §§ 1-201(b) (1) (2) (3) (24) (25) (26) (27)

PRESENTED IN GOOD FAITH
UCC § 1-201(20), § 1-202, § 1-203

FRCP Rule 36 "Request for Admission"
18 USC § 1001 "False Statements"
Silence is Nihil Dicit

Greetings **UNDERWRITING DEPARTMENT**,

I hope this **NON-NEGOTIABLE NOTICE OF CRIMINAL LIABILITY FOR WILLFUL AND KNOWING VIOLATION** (Hereinafter "Notice" finds you in sound health and good stead.

This Notice is the result of the following issue being reported to you for honourable clarifications. Please answer the following questions and respond back to me within **5 Days** or it will be deemed by your failure and refusal to respond as an admission of liability to my claims by nihil dicit.

1. It appears that you have pulled my credit information. Please disclose how much **UNLIMITED** credit is in the trust minor account at 31 CFR § 363.6 in accord with the Fair Credit Reporting Act; 15 USC § 1681 a,n,o. Please note that the TDA account is open for setoff and discharge in accord with 26 USC § 6325.
 - a. See my minor account, A28-935-476, CUSIP: 09258N315
 - b. See my TDA account bearing EIN: 218193695/H07134432
2. As a fiscal agent of the U.S. Treasury Department in accord with 12 USC § 266, it appears that you are required to have a TT&L Terminal, 31 CFR § 200 series, to "pull" or extend my credit to open the account. Why are you NOT able to perform an automatic "pull" from said trust minor account every month for each **PRESENTMENT** of a statement/coupon/voucher upon my **UNLIMITED ACCEPTANCE**?
3. Did you create a CUSIP upon my application for extension of credit? What is the CUSIP number? Did you sell, barter, broker, transfer, etc. or are you trading my instrument without my full knowledge or consent?
4. Did you already file a 1099 C in accord with 12 USC § 248 and 26 USC § 6050p? If not, please file the 1099 C and send me a copy with the insurance claim.
5. What is the **REMEDY** to setoff and discharge the liabilities in accord with Public Policy, 31 USC § 5118(d)(1,2) "Obligation payable in U.S. money; UCC § 1-201(24), 18 USC § 8 "Obligation or other security of the United States", discharge on payment (dollar for dollar)", and 26 USC § 6325 "Release of lien or discharge of property" or 28 USC § 2041 "Deposit of moneys in pending or adjudicated cases"?
6. As a fiscal agent of the U.S. Treasury Department (12 USC § 266) why can you NOT process a security instrument for tender (setoff and discharge); UCC § 3-307 "Breach of fiduciary duty", UCC § 3-601 "Discharge and effect of discharge" UCC § 3-602 "Payment", UCC § 3-603 "Tender of payment", in accord with 26 USC § 6325 "Release of lien or discharge", 28 USC § 2041 "Deposit of moneys in pending or adjudicated cases", 48 CFR Ch. 1 § 53.228 "Bonds and Insurance" (SF 24, 25, 25A, 28, 1418, 273, 274, 275, OF 91), and 41 CFR § 105-55-030 "Discharge of indebtedness; reporting requirements"?

For a quick class on bonding see Handling Surety Performance Bond and Payment Bond Claims, R. James Reynolds, Jr. Esq. found at

- a. [https://www.margolisedelstein.com/files/reynolds - surety performance bond claims 1.pdf](https://www.margolisedelstein.com/files/reynolds-surety-performance-bond-claims-1.pdf)

7. Who is the Trustee and actual surety for the trust minor account; The U.S. Treasury Department [Janet Yellen] (i.e. Treasury Direct bank)? the DTC/DTCC [Frank La Salle]?
8. Would your failure or refusal to pay or perform (i.e. as "any" government agency as a fiscal agent of the U.S. Treasury Department, 12 USC § 266 and 15 USC § 1681a) NOT be a violation of one or more of the following:

See DEPARTMENT OF AGRICULTURAL DEVELOPMENT RURAL HOUSING SERVICE v. KIRTZ, 46 F. 4th 159, 164-166 and the U.S. Supreme Court February 8, 2024, whereby the Court agreed that Congress has waived sovereign immunity and therefor it:

"Creates a cause of action for monetary damages to consumers injured by "any person" [your corporation] who wilfully or negligently fails to comply with the statute's directive to allow consumers to sue lenders who wilfully or negligently supply false information about them to entities that generate credit reports?"

- a. See my minor account, A28-935-476, CUSIP:09258N315.
b. See my TDA account bearing EIN: 218193695/ H07134432.
c. See CO SOS UCC-1: 20242028620.
d. See 31 USC § 5312(a)(2)(C): I am a "private banker."

Violations:

- e. Fair Credit Reporting Act: 15 USC § 1681n "Civil liability for wilful non-compliance."
f. Fair Credit Reporting Act: 15 USC § 1681o "Negligent non-compliance."
g. 15 USC 1692e(2)(A) "False or misleading representations of the character, amount, or legal status of any debt."
h. 15 USC § 1 "Trusts in restraint of trade illegal, penalty."
i. 15 USC § 2 "Monopolizing trade a felony, penalty."
j. 18 USC § 371 "Conspiracy to commit offense or to defraud United States."
k. 18 USC § 472 "Uttering counterfeit obligations or other securities."
l. 18 USC § 1001 "False statements."
m. UCC § 3-305 "Defences and claims in recoupment."
n. UCC § 3-306 "Claims to an instrument."
o. 18 USC § 2073 "False entries and reports of moneys or securities."
9. Please provide the name of your underwriting and re-insurance company and the policy number. If you fail or refuse, it will be deemed that you are in violation of 15 USC § _ for required bonding and insurance and the CFO may be personally liable for the tort.

I look forward to your prompt response and performance to open this account and to perform setoff and discharge by Public Policy. Again, if I do not hear from you, it will be deemed that if you persist in your false claims I have a legal cause of action against your corporation in both law and equity.

Sincerely,

Date: 05/14/2024

By: theya K

Theya Kanagaratnam, living woman
Beneficiary,
Lender,
Creditor,
Secured Party,
Real Party In Interest,
Without Prejudice,
Without Recourse,
d/b/a THEYA KANAGARATNAM

ALERT: SEVERE WEATHER IN THE SOUTH, SOUTHEAST, CENTRAL AND MIDWEST MAY IMPA...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052701005611267

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 9:59 am on May 17, 2024 in MINNEAPOLIS, MN 55402.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MINNEAPOLIS, MN 55402
May 17, 2024, 9:59 am

See All Tracking History

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

See More ∨

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

ALERT: SEVERE WEATHER IN THE SOUTH, SOUTHEAST, CENTRAL AND MIDWEST MAY IMPA...**USPS Tracking®****FAQs >****Tracking Number:****Remove X****9589071052701005611274****Copy****Add to Informed Delivery (<https://informedelivery.usps.com/>)****Latest Update**

Your item was delivered to the front desk, reception area, or mail room at 12:30 pm on May 17, 2024 in COPPELL, TX 75019.

Get More Out of USPS Tracking:**USPS Tracking Plus®****Delivered****Delivered, Front Desk/Reception/Mail Room**

COPPELL, TX 75019

May 17, 2024, 12:30 pm

See All Tracking History**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)****See More ✓**

Track Another Package

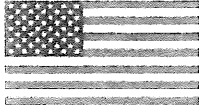
Enter tracking or barcode numbers

Feedback

Need More Help?

Contact USPS Tracking support for further assistance.

EVIDENCE OF CITIBANK / CENLAR FORENSIC AUDIT AND ADMINISTRATIVE PROCESS



FROM:
THEYA KANAGARATNAM
On the county at Large, alameda
Non-Domestic
c/o 2316 Lakeshore Ave #16
Oakland, California [94606]

TO:
CITIBANK
c/o Mark Mason, CFO
388 Greenwich St.
New York, NY 10013

CERTIFIED MAIL RESTRICTED DELIVERY
7022 2410 0000 3631 4452

CC:
CENLAR FSB
c/o David Schneider, CFO
425 Phillips Blvd.
Ewing, NJ 08618

CERTIFIED MAIL RESTRICTED DELIVERY
7022 2410 0000 3631 4445

National Default Servicing Corporation
c/o Connie Hernandez, Deandre Garland
7720 North 16th Street, Suite 300
Phoenix, AZ 85020

CERTIFIED MAIL RESTRICTED DELIVERY
7022 2410 0000 3631 4131

DATE: January 16, 2024

RE: NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE

IN REPLY TO: ACCOUNT NO.: 106091318334000, CFU-H-NO-000-WT, 09/27/2006

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

ACTUAL AND CONSTRUCTIVE LEGAL NOTICE
UCC §§ 1-201(b) (1) (2) (3) (24) (25) (26) (27)

PRESENTED IN GOOD FAITH
UCC § 1-201(20), § 1-202, § 1-203

Page 1

FRCP Rule 36 "Request for Admission"
18 USC § 1001 "False Statements"
Silence is Acquiescence

CONTRACT TERMS AND CONDITIONS

Plain-simple-English & Plain-Simple-Counting-Systems [Cash Accounting].

Robert's Rules of Order apply [In plain language to aid your understanding];
Attorney and or Agents with significant control and authority

Greetings,

I hope this **NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE** finds you well
and good stead.

I am contacting you because on October 03, 2006 I received your
correspondence called "Home Equity Line of Credit DEED OF
TRUST" (Hereinafter "Offer").

As you likely know, one of the foundational principles of contract is
"certainty of terms". Therefore, before I can accept your Offer, I need
clarification of terms, please.

I would like to settle matter as soon as possible, please. Therefore, I am
sending you the questions below.

Please answer the questions below relating to your Offer and return the
answers to me by mail within **Fourteen (14) Days** from the date of this NON-
NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE.

If you need more time, or if you need any question restated, please make
your request to me in writing at the address provided above.

Examination statement: In my Private and Public duties, I have examined
your Offer.

In your Offer I have found errors (See Below FORENSIC EVIDENCE ANALYSIS):
please stop and correct the errors to avoid possible mail fraud, possible
fictitious use of language, pertaining to the fraud act (**18 USC § 1001**).
(See Exhibit B)

I am requesting you mail me a corrected Offer in a language I can comprehend.
(See Below **SYNTAX ANALYSIS GUIDE**).

For me to safeguard you from **Jeopardy** please respond accordingly to these
following questions:

1. Please confirm that you agree that this Notice is being presented to
you in accordance with FRCP Rule 36 - Request for Admission: Sign
here: _____ [Default answer: Yes]
2. Please respond, point-for-point, to any previously supplied Notices
and forensic analysis and attach your response to this Notice.
{Default answer: Agree that the Notices are true, correct, and not
misleading}
3. Are you aware that federal law provides for imprisonment and/or
fines for making any materially false, fictitious, or fraudulent

statement or representation whether in person, in writing or via mail? YES OR NO. Please give your answer here: _____
[Default answer: Yes]

4. Provide Evidence and Proof that the Offer does not make false, fictitious, fraudulent, and misleading statements thus possibly violating; **15 USC § 1692e(2A)** and/or **18 USC § 1001**. (Please see **Exhibit A**) Please give your answer here:
- _____

5. Is the Offer an attempt to contract with me, in personam, or the legal fiction, nom de guerre/idem sonans? Please give your answer here: _____ [Default answer: Nom de guerre/idem sonans]

6. Regarding the Offer, which dictionary and styles manual are you using? Please give your answer here:
- _____

7. Which language are you using on your Offer? Please give your answer here: _____

8. Provide evidence and proof that in sending the Offer via the United States Postal Service does not constitute a mailing of a fraudulent claim and/or committing mail fraud.
Attach your evidence to this contract.

9. Provide evidence and proof that my reply via the United States Postal Service does not bring you under the rules, regulations, and guidelines of the Universal Postal Union. **See Presentment Post Manual, Edition by J. Campbell, 2014/2015**. Attach your evidence to this contract.

10. Do you have a UCC-1 lien on the Note or the property? Yes or No: _____ [Default Answer: No]

If yes, what is the filing number for the UCC-1: _____

11. What is the name and type of the account as the source of the credit for the loan? What bond was the source of the future-labor-interest deposit for the book entry credit for the account? Is there a CUSIP behind the bond that funded this account? If yes, what is the CUSIP? **See 31 CFR § 363.6**. Attach your evidence of the bank's transaction(s) for this contract.
- _____
- _____

12. If you extended my credit in exchange for Federal Reserve notes, please attach a copy of the MoneyNet Daily Transaction Log for the transaction as the cash receipt. Please attach the log with your response.

13. Is there one or more REMICs, Tranche's and/or CDO's behind the Note? If yes, who is/are the Trustees and/or the Nominees. What is/are the CUSIPs? Is the Trustee/Nominee required to follow IRS Publication 1212, 938, and 550? If yes, please provide the IRS 1099

OID. Did you file the IRS 1099 A? If yes, did you send me a Notice that I abandoned the deposit of my property or did you assume that I abandoned the property and you embezzled the money due to me as a return to source?

14. If you answered no to the question above, was this a hard-money-loan? In other words, did you lend your own money? Yes or No? _____ [Default answer: No]

15. Did you disclose only the accounts receivable accounting and not the accounts payable/liabilities-side of the ledger? If yes, please provide the full accrual GAAP accounting and adjust the account. Did the property get moved to the off-balance sheet liabilities ledger? If yes please provide that GAAP accounting and answer the following question. Am I the creditor, beneficiary, equity title owner, and original owner, on the off-balance sheet liabilities ledger and due an offset for the accounting? If yes, please attach your accounting and provide the refund amount due. See UCC § 9-210.

[Default answer: Yes]

16. Did you supply me with the required 1099 OID in accordance with IRS Publications 1212, 938, and 550? Yes or No: _____ [Default answer: No]

17. Did you file the IRS 1099 A, and embezzle the money due to me as a return to source, and then failed to send a Notice to me that I allegedly abandoned the deposit? Yes or No: _____ [Default answer: Yes]

18. If yes, please attach a refund check with your response.

19. Produce the original Note and/or a certified copy of the front and back from the Holder of the Note and attach it with your response.

20. Do you intend to refuse to accept tender of a promissory note or bond as an obligation of the United States? Yes or No: _____ [Default Answer: Yes].

21. Please confirm that you agree that refusal of tender is discharge to the extent of the amount of the tender UCC § 3-603(b). Sign here: _____ {Default answer: Yes}

22. Who is the Real Party in Interest? _____

It is not my intention, nor has it ever been my intention to avoid paying any debt that I lawfully owe. In the Offer there is mention of required payment which I would like to settle IMMEDIATELY. What specie will you accept or lawfully require as payment? *Please see 18 USC § 8 and then 31 USC § 3124 and Article 1 Section 10 United States Constitution (see EXHIBIT A).* Please provide your answer here: _____

I want to get this matter resolved lawfully as soon as possible. I will grant

you **Fourteen (14) days** from the date of this NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE for your response on a point-by-point basis.

HOWEVER, BY YOUR FAILURE TO REPLY OR PROVIDE A RESPONSE POINT-FOR-POINT, according to the terms above, within the stated timeline, it will be presumed that you have accepted the Terms and Conditions as stated herein.

Specifically, you will be deemed to have agreed to the following: that you will reconvey the property to me and record all the proper documents at your cost and expense.

Specifically, you will be deemed to have agreed to the following: that in accord with the remedy from Guaranty Trust v. Henwood, 307 US 347 (1939) [Footnote 1,3] that I am the Creditor and you, as a fiscal agent of the U.S. Treasury Department, 12 USC § 266, are required to adjust the account, setoff, settle, and discharge the alleged debt in accord with HJR 192, PL 73-10, now codified at 31 USC § 5118(d)(1,2).

Specifically, you will be deemed to have agreed to the following: that no further payment is owed, that the outstanding debt has been discharged in full thereby reducing the account balance to \$0 zero. That you will remove negative credit reporting you have reported to the crediting agencies. That you will mail me a lien release. That you are accepting this NOTICE as a full accord and satisfaction.

Specifically, you will be deemed to have agreed to the following: that on my authorization herein, as the Trustor, you agree to be assigned as the Attorney In Fact, to contact any agency and instruct them to transfer the funds from my minor account, at 31 CFR § 363.6, to setoff and settle the entire balance due. That you will send me all the accounting and documents for the transfer process and the name and contact information of the Agent that completed the transfer.

Specifically, you will be deemed to have agreed to the following: that you shall transfer and convey the Note [not the property] to the United States Treasury Department, in accordance with 31 USC § 3113, to be used to redeem the Note and reduce the national debt on the condition that the obligation be cancelled and retired and not reissued by another "pull" from the minor account to settle the balance due. Then release the lien and return the property to me.

Specifically, you will be deemed to have agreed to the following: that you shall remove any acting Trustee or Nominee for nonfeasance. That you shall assign either me or an agent of my choice as the Trustee and the Attorney In Fact, with full power and authority to instruct any agent, trustee, partner, corporate officer or director, or other representative, owing a fiduciary duty with respect to the instrument to pay and perform. See UCC § 3-307.

Specifically, you will be deemed to have agreed to the following: that if you file any petition for court or arbitration, that it will be equity practices to perform the accounting only. That the equity court/arbitration shall issue an immediate Summary Judgement and Default Judgement against you and issue a punitive award of triple damages for failing or refusing to pay or perform as you are in Dishonor in Default and are estopped. That no BAR actor may represent you because they are not licensed by the State to practice law. In addition, that I, as the Interpleader under Dispute of Ownership of Funds, may petition the court that the 100% of the CUSIP Court Registry funds belong

to me.

Specifically, you will be deemed to have agreed to the following: that I may file a UCC-1 lien on the Note and the property as the collateral. That I am the source of the credit used to extend the credit. That you have no right to file a UCC-1 lien as you did not extend your own credit or money. That the UCC-1 lien stands superior to any equitable lien that you allege to have on the Note or the property. That you waive all defences and claims that the lien is bogus or frivolous.

Specifically, you will be deemed to have agreed to the following: that you shall accept payment in the form of either a promissory note and/or a bond, for full satisfaction and discharge of the loan to settle the account and close this commercial matter. That refusal of tender or dishonor of the note or bond is discharge to the extent of the amount of the tender and that no further payment is owed. That the outstanding debt has been discharged in full thereby reducing the account balance to \$0 zero. That you owe a refund for the tender if made in an amount over the account balance. That you will remove negative credit reporting you have reported to the credit agencies. That you will mail me a lien release, the Deed, and the Title. That you are accepting this NOTICE as a full accord and satisfaction.

Specifically, you will be deemed to have agreed to the following: that you agree to accept and pay the Bill in Equity, which is due upon receipt (7 days grace period for return mail), and will be mailed to you monthly, until such time that the balance due is satisfied. That any late or unpaid balance will include a non-settlement penalty of \$100, plus 24% compounding interest [2% per month]. That I reserve all rights in law and equity to collect on the amount due, including, but not limited to; a court action, transferring/conveying/selling the Bill In Equity to a debt collection agency, and/or sending you an IRS 1099 C - Cancellation of Debt.

Specifically, you will be deemed to have agreed to the following: that any court appearance by me will be by Special Appearance only, and not generally. That I have reserved all my rights without prejudice and without recourse. That I am the Principal Owner, Secured Party Creditor, and Real Party In Interest in relation to my estate. That by my Special Appearance, I am not there to argue the law, the facts, the jurisdiction, or the venue. That by my Special Appearance the only subject matter before the court will be to settle the account, setoff, and discharge the liabilities and close the account.

Specifically, you will be deemed to have agreed to the following: that if you file any court action in regard the subject matter that I may send Notice to the court to immediately rule on the matter, prior to my Special Appearance, and to issue an Order that the claim was already settled, and issue a Summary Judgement, based on your failure to either pay and/or perform and/or your failure/refusal to provide the court with the Notices served to you, by the evidence I submit to the court. That I may Notice the court to issue a Default Judgement and request an award of damages in accordance with the Bill in Equity submitted to the court. That I may file a UCC-1 lien against your bank accounts and property and you waive all defences and claims that said lien is bogus or frivolous. That I may immediately file a Writ of Execution against your bank account(s). That I may immediately perform a Real Property Levy Writ of Sale to sell your property to satisfy the judgement lien.

Specifically, you will be deemed to have agreed to the following: that you shall provide the IRS 1099 OID in accordance with IRS Publication 1212, 938,

and 550. That if you filed the IRS 1099 A you agree to provide a full refund on the grounds that you never sent me Notice that I abandoned the property. That if you fail or refuse to provide the 1099 OID or a refund, that I may file a tort claim against you. That the equity court shall issue an immediate Summary Judgement and Default Judgement against you. That by the court order I may immediately file a UCC-1 lien against your bank accounts and property and you agree to waive all defences and claims that the UCC-1 lien is bogus or frivolous. That I may immediately file a Writ of Execution against your bank account(s). That I may immediately perform a Real Property Levy Writ of Sale to sell your property to satisfy the judgement lien.

Specifically, you will be deemed to have agreed to the following: that you will file the appropriate Land Patent documents with the County Recorder and/or the Secretary of the Interior and pay to remove any liens or encumbrances that make me an obligor to pay property taxes. That you agree to file the Quit Claim Deed or Warranty Deed to transfer the Property to the trust of my choice.

Specifically, you will be deemed to have agreed to the following: that you will setoff, settle, and discharge all Home Owner's Association "HOA" fees and costs until the property is sold by the Trust. You agree to accept and pay the HOA presentment, which will be sent to you.

Specifically, you will be deemed to have agreed to the following: that you agree that for any attempt by you or your agent to foreclose on the property located at 2316 Lakeshore Ave, Unit 16, Oakland, CA 94606 (Hereafter referred to as the "Property") you agree to pay my fee of \$100,000.00 per response to you, and any attempt, notice, or presentment, made by you or your agent. That in the event of successful foreclosure by you or your agent, that you will pay me punitive damages in the form of triple damages for the market value of the Property, plus \$10,000.00 per day, plus all court and attorney's costs and fees until the Property is returned to me. That you agree to waive all jurisdiction and appeals. That I may immediately file a Tort claim against you in the U.S. Court of Federal Claims or the U.S. Court of International Trade as well as to file criminal charges against you with the F.B.I and the United States Attorney General for violating 15 USC § 1; Trusts in restraint of trade illegal and 18 USC § 371 Conspiracy to commit offense or to defraud United States.

Specifically, you will be deemed to have agreed to the following: that you shall not place me on E-Check or TeleCheck, or any other private reporting systems. If you do, you agree to pay me \$10,000.00 per day until you provide certified proof of the records being deleted and Notice of rescission and deletion to every Person who you have sent Notice to or who has accessed said records.

Specifically, you will be deemed to have agreed to the following: that you agree that for any attempt by you or your agent to foreclose on the property that I may file an ex relatione criminal complaint on behalf of the UNITED STATES and the UNITED STATES DEPARTMENT OF THE TREASURY against the Service Provider's CFO, the Bank's CFO, the (REMIC) Trustee, and all BAR counsel. That the court CUSIP bond funds belong to me as the Interpleader. That said ex relatione criminal complaint is not bogus or frivolous as you are in breach of fiduciary duty UCC § 3-307, have refused tender UCC § 3-603(b) and agreed to discharge the full amount, and are in violation of 15 USC § 1 "Trusts in restraint of trade, illegal; penalty," and 15 USC § 2 "Monopolizing trade a felony; penalty."

Sincerely,

Date: 01/16/2024

By: Theya Kangaratnam

Theya Kangaratnam, living woman
Beneficiary,
Lender,
Creditor,
Secured Party,
Real Party In Interest,
Without Prejudice,
Without Recourse,
d/b/a THEYA KANGARATNAM

EXHIBIT A

18 U.S. Code § 8 - Obligation or other security of the United States defined
The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and cancelled United States stamps.

(June 25, 1948, ch. 645, 62 Stat. 685.)

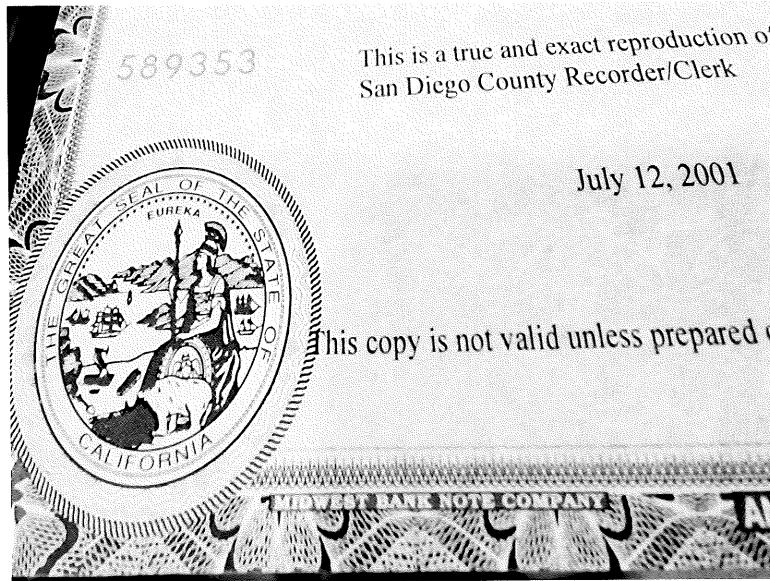
National Bank Currency = Promissory Notes.

Guarantee Trust of New York v Hendwood, 59 S. Ct. 847 (1933), 307 US 847 (1939), [Footnote 1, 3] 384, 485 holds that 31 USC 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring repayments in a greater number of dollars than promised. Since October 27, 1977 "there can be no requirement of repayment in legal tender either since legal tender was not loaned and repayment need only be made in equivalent kind: A negotiable instrument representing credit, i.e. an International Bill of Exchange." Or as otherwise stated; **NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY SPECIFIC COIN OR CURRENCY!**

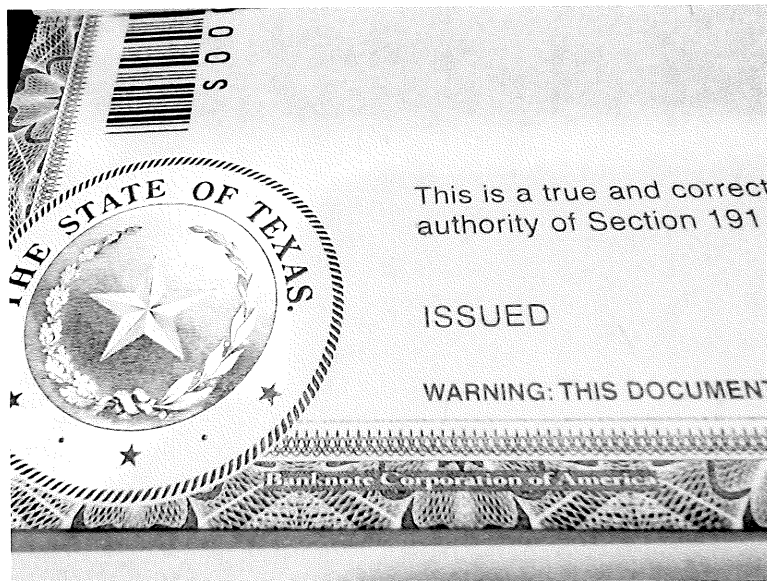
I OBJECT to the demand to pay only in Federal Reserve notes. See MacLoed v Hoover, 159 La. 244 (1925); "Federal Reserve Bank notes good for money, unless specifically objected to." See also 34 Am. Jur. 2d § 60518, 38 Am. Jur. 2d Gifts § 87 and the MoneyNet Daily Transaction Log, for the credit pulled from my minor account, 31 CFR § 363.6, for the conversion to Federal Reserve notes. Produce the Log and the IRS 1099 OID.

Proof of bankruptcy by the use of fiat currency - there is no money! See UCC § 1-201(24) definition of "money" and the Affidavit of Walker Todd, Federal Reserve Bank of New York and Cleveland.

(24) "**Money**" means a medium of exchange currently authorized or adopted by a domestic or foreign government. The term includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more countries.



California Certificate of Live Birth: "Midwest Bank Note Company"



Texas Certificate of Live Birth: "BankNote Corporation of America"

31 U.S. Code § 3124 - Exemption from taxation

(a) Stocks and obligations of the United States Government are exempt from taxation by a State or political subdivision of a State. The exemption applies to each form of taxation that would require the obligation, the interest on the obligation, or both, to be considered in computing a tax, except—

- (1) a non-discriminatory franchise tax or another non-property tax instead of a franchise tax, imposed on a corporation; and
- (2) an estate or inheritance tax.

(b) The tax status of interest on obligations and dividends, earnings, or other income from evidences of ownership issued by the Government or an agency and the tax treatment of gain and loss from the disposition of those obligations and evidences of ownership is decided under the Internal Revenue

Code of 1986 (26 U.S.C. 1 et seq.).

An obligation that the Federal Housing Administration had agreed, under a contract made before March 1, 1941, to issue at a future date, **has the tax exemption** privileges provided by the authorizing law at the time of the contract. This subsection does not apply to obligations and evidences of ownership issued by the District of Columbia, a territory or possession of the United States, or a department, agency, instrumentality, or political subdivision of the District, territory, or possession.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 945; Pub. L. 99-514, §2, Oct. 22, 1986, 100 Stat. 2095.)

Article 1 Section 10 United States Constitution

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; **make anything but gold and silver Coin a Tender in Payment of Debts;** pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility. No State shall, without the Consent of the Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing it's [sic] inspection Laws: and the net Produce of all Duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States; and all such Laws shall be subject to the Revision and Control of the Congress. No State shall, without the Consent of Congress, lay any Duty of Tonnage, keep Troops, or Ships of War in time of Peace, enter into any Agreement or Compact with another State, or with a foreign Power, or engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

31 CFR § 363.6 Minor and Minor Account

Minor means an individual under the age of 18 years. The term minor is also used to refer to an individual who has attained the age of 18 years but has not yet taken control of the securities contained in his or her minor account.

Minor account means an account that a custodian controls on behalf of a minor, that is linked to the custodian's primary account. (See §§ 363.10 and 363.27 for more information about minor accounts.)

UCC § 3-305 Defenses and Claims in Recoupment

(a) Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following:

(1) a defense of the obligor based on (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, lack of legal capacity, or illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms, or (iv) discharge of the obligor in insolvency proceedings;

(2) a defense of the obligor stated in another section of this Article or a defense of the obligor that would be available if the person entitled to enforce the instrument were enforcing a right to payment under a simple contract; and

(3) a claim in recoupment of the obligor against the original payee of the instrument if the claim arose from the transaction that gave rise to the instrument; but the claim of the obligor may be asserted against a transferee of the instrument only to reduce the amount owing on the instrument at the time the action is brought.

(b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1), but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment stated in subsection (a)(3) against a person other than the holder.

(c) Except as stated in subsection (d), in an action to enforce the obligation of a party to pay the instrument, the obligor may not assert against the person entitled to enforce the instrument a defense, claim in recoupment, or claim to the instrument (Section 3-306) of another person, but the other person's claim to the instrument may be asserted by the obligor if the other person is joined in the action and personally asserts the claim against the person entitled to enforce the instrument. An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

(d) In an action to enforce the obligation of an accommodation party to pay an instrument, the accommodation party may assert against the person entitled to enforce the instrument any defense or claim in recoupment under subsection (a) that the accommodated party could assert against the person entitled to enforce the instrument, except the defenses of discharge in insolvency proceedings, infancy, and lack of legal capacity.

(e) In a consumer transaction, if law other than this article requires that an instrument include a statement to the effect that the rights of a holder or transferee are subject to a claim or defense that the issuer could assert against the original payee, and the instrument does not include such a statement: (1) the instrument has the same effect as if the instrument included such a statement; (2) the issuer may assert against the holder or transferee all claims and defenses that would have been available if the instrument included such a statement; and (3) the extent to which claims may be asserted against the holder or transferee is determined as if the instrument included such a statement.

(f) This section is subject to law other than this article that establishes a different rule for consumer transactions.

12 USC § 266 State-chartered banks and other institutions as depositories of public money fiscal agents; duties

Banks, savings banks, and savings and loan, building and loan, homestead associations (including cooperative banks), and credit unions created under the laws of any State and the deposits or accounts of which are insured by a State or agency thereof or corporation chartered pursuant to the laws of any State may be depositories of public money and may be employed as fiscal agents of the United States. The Secretary of the Treasury is authorized to deposit public money in any such institution, and shall prescribe such regulations as may be necessary to enable such institutions to become depositories of public money and fiscal agents of the United States. Each

such institution shall perform all such reasonable duties as depository of public money and fiscal agent of the United States as may be required of it including services in connection with the collection of taxes and other obligations owed the United States.

(Pub. L. 95-147, §2(d), Oct. 28, 1977, 91 Stat. 1228.)

UCC § 3-311. ACCORD AND SATISFACTION BY USE OF INSTRUMENT.

(a) If a person against whom a claim is asserted proves that (i) that person in good faith tendered an instrument to the claimant as full satisfaction of the claim, (ii) the amount of the claim was unliquidated or subject to a bona fide dispute, and (iii) the claimant obtained payment of the instrument, the following subsections apply.

(b) Unless subsection (c) applies, the claim is discharged if the person against whom the claim is asserted proves that the instrument or an accompanying written communication contained a conspicuous statement to the effect that the instrument was tendered as full satisfaction of the claim.

(c) Subject to subsection (d), a claim is not discharged under subsection (b) if either of the following applies:

(1) The claimant, if an organization, proves that (i) within a reasonable time before the tender, the claimant sent a conspicuous statement to the person against whom the claim is asserted that communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to a designated person, office, or place, and (ii) the instrument or accompanying communication was not received by that designated person, office, or place.

(2) The claimant, whether or not an organization, proves that within 90 days after payment of the instrument, the claimant tendered repayment of the amount of the instrument to the person against whom the claim is asserted. This paragraph does not apply if the claimant is an organization that that sent a statement complying with paragraph (1)(i).

(d) A claim is discharged if the person against whom the claim is asserted proves that within a reasonable time before collection of the instrument was initiated, the claimant, or an agent of the claimant having direct responsibility with respect to the disputed obligation, knew that the instrument was tendered in full satisfaction of the claim.

UCC § 3-601. DISCHARGE AND EFFECT OF DISCHARGE.

(a) The obligation of a party to pay the instrument is discharged as stated in this Article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract.

(b) Discharge of the obligation of a party is not effective against a person acquiring rights of a holder in due course of the instrument without notice of the discharge.

I HAVE ACCEPTED YOUR INSTRUMENTS. THEREFORE, I AM NOW THE HOLDER IN DUE COURSE.

UCC § 3-602. PAYMENT.

(a) Subject to subsection (b), an instrument is paid to the extent payment is made (i) by or on behalf of a party obliged to pay the instrument, and (ii) to a person entitled to enforce the instrument. To the extent of the payment, the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person.

(b) Subject to subsection (e) a note is paid to the extent payment is made by or on behalf of a party obliged to pay the note to a person that formerly was entitled to enforce the note only if at the time of the payment the party obliged to pay has not received adequate notification that the note has been transferred and that payment is to be made to the transferee. A notification is adequate only if it is signed by the transferor or the transferee; reasonably identifies the transferred note; and provides an address at which payments subsequently can be made. Upon request, a transferee shall seasonably furnish reasonable proof that the note has been transferred. Unless the transferee complies with the request, a payment to the person that formerly was entitled to enforce the note is effective for purposes of subsection (c) even if the party obliged to pay the note has received a notification under this paragraph.

(c) Subject to subsection (e), to the extent of a payment under subsections (a) and (b), the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person.

(d) Subject to subsection (e), a transferee, or any party that has acquired rights in the instrument directly or indirectly from a transferee, including any such party that has rights as a holder in due course, is deemed to have notice of any payment that is made under subsection (b) after the date that the note is transferred to the transferee but before the party obliged to pay the note receives adequate notification of the transfer.

(e) The obligation of a party to pay the instrument is not discharged under subsections (a) through (d) if:

(1) a claim to the instrument under Section 3-306 is enforceable against the party receiving payment and (i) payment is made with knowledge by the payor that payment is prohibited by injunction or similar process of a court of competent jurisdiction, or (ii) in the case of an instrument other than a cashier's check, teller's check, or certified check, the party making payment accepted, from the person having a claim to the instrument, indemnity against loss resulting from refusal to pay the person entitled to enforce the instrument; or

(2) the person making payment knows that the instrument is a stolen instrument and pays a person it knows is in wrongful possession of the instrument.

(f) As used in this section, "signed," with respect to a record that is not a writing, includes the attachment to or logical association with the record of an electronic symbol, sound, or process to or with the record with the present intent to adopt or accept the record.

UCC § 3-603. TENDER OF PAYMENT.

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

DOES UCC § 3-307 APPLY IF YOU REFUSE TO PROCESS THE NOTE/BOND FOR FULL SATISFACTION AND TO SETTLE THE ACCOUNT?

UCC § 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY.

(a) In this section:

(1) **"Fiduciary"** means an agent, trustee, partner, corporate officer or director, or other representative owing a fiduciary duty with respect to an instrument.

(2) **"Represented person"** means the principal, beneficiary, partnership, corporation, or other person to whom the duty stated in paragraph (1) is owed.

(b) If (i) an instrument is taken from a fiduciary for payment or collection or for value, (ii) the taker has knowledge of the fiduciary status of the fiduciary, and (iii) the represented person makes a claim to the instrument or its proceeds on the basis that the transaction of the fiduciary is a breach of fiduciary duty, the following rules apply:

(1) Notice of breach of fiduciary duty by the fiduciary is notice of the claim of the represented person.

(2) In the case of an instrument payable to the represented person or the fiduciary as such, the taker has notice of the breach of fiduciary duty if the instrument is (i) taken in payment of or as security for a debt known by the taker to be the personal debt of the fiduciary, (ii) taken in a transaction known by the taker to be for the personal benefit of the fiduciary, or (iii) deposited to an account other than an account of the fiduciary, as such, or an account of the represented person.

(3) If an instrument is issued by the represented person or the fiduciary as such, and made payable to the fiduciary personally, the taker does not have notice of the breach of fiduciary duty unless the taker knows of the breach of fiduciary duty.

(4) If an instrument is issued by the represented person or the fiduciary as such, to the taker as payee, the taker has notice of the breach of fiduciary duty if the instrument is (i) taken in payment of or as security for a debt known by the taker to be the personal debt of the fiduciary, (ii) taken in a transaction known by the taker to be for the personal benefit of the fiduciary, or (iii) deposited to an account other than an account of the fiduciary, as such, or an account of the represented person.

FAILURE TO PERFORM WOULD CONSTITUTE RESTRAINT OF TRADE, WHICH IS COVERED BY:

15 USC § 1 Trusts, etc., in restraint of trade illegal; penalty

Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.

(July 2, 1890, ch. 647, §1, 26 Stat. 209; Aug. 17, 1937, ch. 690, title VIII, 50 Stat. 693; July 7, 1955, ch. 281, 69 Stat. 282; Pub. L. 93-528, §3, Dec. 21, 1974, 88 Stat. 1708; Pub. L. 94-145, §2, Dec. 12, 1975, 89 Stat. 801; Pub. L. 101-588, §4(a), Nov. 16, 1990, 104 Stat. 2880; Pub. L. 108-237, title II, §215(a), June 22, 2004, 118 Stat. 668.)

18 USC § 371 Conspiracy to commit offense or to defraud United States

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.

If, however, the offense, the commission of which is the object of the conspiracy, is a misdemeanor only, the punishment for such conspiracy shall not exceed the maximum punishment provided for such misdemeanor.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.)

TAKE EQUITABLE NOTICE: Restraint of Trade claims are filed at the U.S. Court of Federal Claims or the U.S. Court of International Trade for restraint of trade.

26 USC § 7701(a) (1, 30) : Person Defined

(1) PERSON

The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation.

TAKE NOTICE: I am not an "INDIVIDUAL". That is a grantor trust, with the USAG as the common law trustee, 50 USC § 4312, and legal title owner of the estate.

(30) UNITED STATES PERSON The term "United States person" means—

(A)

a citizen or resident of the United States,

(B)

a domestic partnership,

(C)

a domestic corporation,

(D)

any estate (other than a foreign estate, within the meaning of paragraph

(31)), and

(E) any trust if—

(i)

a court within the United States is able to exercise primary supervision over the administration of the trust, and

(ii)

one or more United States persons have the authority to control all substantial decisions of the trust.

EXHIBIT B

18 U.S. Code § 1001. Statements or entries generally (False & Fictitious Statements)

Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

15 USC § 1692e(2A)

(2) The false representation of—

(A)

the character, amount, or legal status of any debt

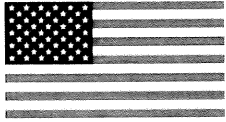
FORENSIC EVIDENCE ANALYSIS

See attached documents referenced herein. This FORENSIC EVIDENCE ANALYSIS is to help keep me and you from possibly entering into a business contract that could cause either of us to violate 18 USC § 1001; it is also for the Avoidance of Perjury, or any misunderstanding by getting clarification on words, meanings, terms, grammar, syntax, sentence structure, order of operations, etc. PRIOR to entering into a contract to do business together. This FORENSIC EVIDENCE ANALYSIS is not to be interpreted as acceptance of your presentment. It is designed to get clarification PRIOR to us entering into any contract to do business together.

SEE ATTACHED ACCOUNT NO.: 106091318334000, CFU-H-NO-000-WT, 09/27/2006

SYNTAX AND FORENSIC ANALYSIS GUIDE

[:Syntax analysis guide to attached documents- for [co]rrection:]



FLAG OF THE CORRECT-SENTENCE-STRUCTURE-COMMUNICATIONS-PARSE-SYNTAX-GRAMMAR
WITH THE CONTRACTING-PERSONS OF A CONTRACTUAL-POSTAL-COPORATION

OAKLAND, California [94606]

In your reply, For the avoidance of perjury, use Correct Sentence Structure Communications, Parse, Syntax, Grammar.

This FORENSIC EVIDENCE ANALYSIS is to help keep me and you from possibly entering into a business contract that could cause either of us to violate 18 USC § 1001; it is also for the Avoidance of Perjury, or any misunderstanding by getting clarification on words, meanings, terms, grammar, syntax, sentence structure, order of operations, etc. PRIOR to us entering into a contract to do business together. This FORENCIS EVIDENCE ANALYSIS is not to be interpreted as acceptance of your presentment/offer. It is designed to get clarification PRIOR to us entering into any contract to do business together.

- 0. conjunction
- 1 adverb
- 2 verb (by modification)
- 3 adjective
- 4 pronoun
- 5 (pre)position
- 6 article
- 7 noun
- 8 past time
- 9 future time

For the claim of use quantum languages and violations by re-spondent:
law violations are with this claim:

Symbol use with the correction.

= a negative prefix (underlined section of a word) = NO = no contract.

ND = non-defined terms = non defined symbol = no contract.

NDG = a Nom De Guerre - fiction name, not correct full name, dead fiction.

// = B = Boxing = removed from page section = no contract.

VC = void continuum = double space/blank space area = No contract

POTENTIAL ADDITIONAL USC LAW VIOLATIONS

Law

FRCP 36: Request for Admission
FRCP 26-E: Closure
FRCP 9-B: Fraud by confession
Title 42: USCS 1986: Knowledge and Stop-Correct-Wrongs.
Title 18: USCS § 1001 & 1002: false-statements
Title 15: USCS § 1692E: Fraud & Misleading Statements
Title 15: USCS § 78 ~ ff: Penalty: \$25,000,000
Title 42: USCS § 1985-1: Conspiracy-Civil,
Title 42: USCS § 1985-2: Obstruction-evidence & Witness,

Title 42:	USCS § 1985-3:	Depriving Evidence & Witness,
Title 18:	USCS § 1961:	RICO
Title 18:	USCS § 242:	Coloring of the Laws = Ailing
Title 18:	USCS § 241:	Criminal-Conspiracy = tort
Title 18:	USCS § 3:	Criminal-Participation-Knowledge
Title 42:	USCS § 1983:	Personal Damages
Title 18:	USCS § 1512:	Obstruction of the Law
Title 18:	USCS § 1341:	Mail Fraud, Frauds and swindles
Title 18:	USCS § 1342:	Fictitious name or address
Title 18:	USCS § 241:	Conspiracy
Title 18:	USCS § 242:	Criminal Deprivation of Rights
Title 28:	USCS § 1359:	Loss of Jurisdiction by Collusion
Title 15:	USCS § 1:	Trusts in restraint of trade illegal
Title 15:	USCS § 2:	Monopolizing trade illegal
Title 18:	USCS § 371:	Conspiracy to commit offense or defraud United States



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

Borrower(s): **THEYA KANAGARATNAM** *ND*

Property Address: **2316 LAKESHORE AV, 16, OAKLAND, CA 94606** (the "Property")

Credit Limit:	\$100,000.00
Index:	8.250%
Initial Margin (if applicable):	Not Applicable
Initial Daily Periodic Rate (if applicable):	Not Applicable
Initial ANNUAL PERCENTAGE RATE (if applicable): (The Initial Annual Percentage Rate will vary as the Index varies)	Not Applicable
Date the Initial Margin Ends and Regular Margin Begins (if applicable):	Not Applicable
Regular Margin:	0.500%
Regular Daily Periodic Rate:	0.023973%
Regular ANNUAL PERCENTAGE RATE: (The Regular Annual Percentage Rate will vary as the Index varies)	8.750% (Index +/- the Regular Margin)

Closing Costs, Paid by Citibank*

Appraisal Fee:	\$310.00	Recording Fees: Alameda County Recorder	\$34.00
Credit Report Fee:	\$2.00	City/County Tax/Stamps:	\$0.00
Flood Certification Fee (Finance Charge):	\$4.25	State Tax/Stamps:	\$0.00
Settlement or Closing Fee (Finance Charge): NASCO	\$350.00	Intangible Tax:	\$0.00
Abstract or Title Search Fee: NASCO	\$50.00	Document Stamp Tax:	\$0.00
Title Examination Fee:	\$0.00	Mortgage Registration Tax:	\$0.00
Title Insurance Binder:	\$0.00	Tax Certificate Fee:	\$0.00
Document Preparation:	\$0.00	Mortgage Taxes: Borrower Portion	\$0.00
Overnight/Postage Fee (Finance Charge):	\$0.00	Lender's Portion	\$0.00
Appraisal Recertification Fee:	\$0.00		

Total Closing Costs: **\$ 750.25**

*These charges are paid outside of the closing by Lender. However, if your loan is terminated within the first 36 months, with the exception of the Lender's Portion of the Mortgage Taxes and the Document Preparation Fee, you will be required to repay us all of these closing costs incurred on your behalf.

The undersigned Borrower(s), jointly and severally if more than one, agree to all of the terms and conditions of this Home Equity Line of Credit Agreement and Disclosure, which consists of 9 pages, and acknowledge receipt of a completed copy, along with the notice about Your Billing Rights. The date of this Agreement is the latest date next to a Borrower's signature.

ND
THEYA KANAGARATNAM *TK*
THEYA KANAGARATNAM **10/03/2006**
Thya Kanagratnam

see Presentment and Acceptance,
Black's Law Dictionary v6
what is the "Remedy" - see 31 USC 5718(d)(1,2)

citibank®

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

1. DEFINITIONS: As used herein:

- a) "Account" means the Home Equity Line of Credit Account opened under the Agreement. *subordinated credit*
b) "Agreement" means this Home Equity Line of Credit Agreement and Disclosure together with any modifications, amendments, replacements or substitutions thereto. *31 CFR 363.6.2 - minor account*
c) "Business Day" means any day other than a Saturday, Sunday or a federal holiday.
d) "Citibank" means Citibank, N.A..
e) "Credit Limit" means the maximum aggregate amount of the Loan Advances that may be outstanding at any given time pursuant to the Agreement.
f) "Draw Period" means the ten years from the date of the Agreement during which Loan Advances may be made.
g) "Index" means the highest Prime Rate as published in the Money Rates section of The Wall Street Journal from time to time. The Wall Street Journal is available at many newsstands and public libraries, or you may obtain copies from The Wall Street Journal, 200 Burnett Road, Chicopee, Massachusetts 01020. A Prime Rate is not necessarily the lowest or best rate available.
h) "Initial Pricing" means that your Agreement has an Initial Margin, Initial Daily Periodic Rate, and an Initial Annual Percentage Rate.
i) "Loan Advances" means amounts drawn on your Account pursuant to the Agreement by Home Equity Line of Credit checks, or in any other way Citibank allows, and advances by Citibank pursuant to the Agreement or Mortgage to protect the Property or Citibank's security interest in the Property, including but not limited to advances to maintain required insurance on the Property or to pay taxes on the Property.
j) "Mortgage" means the mortgage, deed of trust, deed to secure debt or cooperative security agreement which covers the Property which secures the Agreement.
k) "Property" means the property described in the Mortgage which secures the Agreement.
l) "Repayment Period" means the twenty years immediately following the Draw Period during which Loan Advances may not be made.
m) "You," "Your" and "Yours," whether or not the first letter of the word is capitalized, means each person who signs below as Borrower, jointly and severally.

Certain other terms are defined elsewhere in this Agreement.

2. PROMISE TO PAY: You promise to pay to Citibank the total of all Closing Costs (if indicated above that Closing Costs are paid by Borrower), all Loan Advances, together with Finance Charges at the applicable daily periodic rate, and any other fees, charges or other Finance Charges, all as provided for in the Agreement.

3. HOW FINANCE CHARGES ARE IMPOSED AND DETERMINED:

- a) Finance Charges on Loan Advances at the applicable Daily Periodic Rate begin to accrue on the date the Loan Advance is posted to your Account. There is no grace period for repayment of your balance during which Finance Charges will not accrue. If there are any other Finance Charges payable under the Agreement, they will be dollar amounts itemized herein as Finance Charges and will be due and payable on the date of the Agreement.
b) The appropriate margin is added to the Index to determine the Annual Percentage Rate, which will be divided by 365 (366 in leap years) to determine the Daily Periodic Rate which will be applied to the balance on which the Finance Charge will be computed during your monthly billing cycle.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

- c) The Index used for a billing cycle will be the daily Index rate published each Business Day.
 - d) If your Account has Initial Pricing:
 - (i) The Initial Margin shown above will be in effect from the date of the Agreement until the Date the Initial Margin Ends and Regular Margin Begins shown above.
 - (ii) The Initial Annual Percentage Rate and the Initial Daily Periodic Rate, shown above, will be in effect from the date of the Agreement and can change each Business Day.
 - (iii) On the Date the Initial Margin Ends and Regular Margin Begins shown above, the Regular Margin shown above will go into effect. If the Index has not changed so as to affect the rate, the Regular Annual Percentage Rate and Regular Daily Periodic Rate shown above will then be in effect and can change each Business Day.
 - e) If your Account does not have Initial Pricing:
 - (i) The Regular Margin shown above will be in effect from the date of the Agreement.
 - (ii) The Regular Annual Percentage Rate and the Regular Daily Periodic Rate will be in effect from the date of the Agreement and can change each Business Day.
 - f) Any increase in the Annual Percentage Rate will result in an increase in the minimum monthly payment. The Annual Percentage Rate will not exceed 18%, no matter how much the Index increases.
 - g) You will be sent statements on a monthly cycle which will reflect your Account activity and any amounts you owe Citibank. The amount of the Finance Charge in your statements will be calculated by multiplying the daily periodic rate for the day by the daily balance for your Account at the end of each day in the monthly billing cycle. The resulting Finance Charges for each day are totaled at the end of the statement period and disclosed on the statement as "Finance Charges - Interest". To determine the daily balance Citibank takes the beginning balance of your Account each day, adds any new Loan Advances and other charges, and subtracts any payments and credits. Late Fees, credit life insurance, if any, and unpaid Finance Charges will not be counted as part of the daily balance for purposes of calculating the Finance Charge.
 - h) Payments are applied first to due and unpaid Finance Charges and other charges and then to the unpaid balance of Loan Advances.
4. **FINANCE CHARGES NOT DUE TO DAILY PERIODIC RATE; CLOSING COSTS:**
- a) If you retained a mortgage broker, the amount of the mortgage broker fee, if any, is a Finance Charge. The amount of the mortgage broker fee is determined by your agreement with your mortgage broker and is not required by Citibank or paid by Citibank.
 - b) If you agreed to pay the Closing Costs for your Account, your Closing Costs include Finance Charges in the amounts shown on page one of this Agreement for the cost of flood and tax certifications, overnight courier fees, and the cost charged by Citibank's attorneys or closing agents to conduct the closing for your Account.
5. **OTHER CHARGES:** These are charges other than Finance Charges. These charges are not counted as part of your daily unpaid balance of Loan Advances for purposes of computing Finance Charges:
- a) There is a \$50 Annual Fee associated with your Account. This fee will automatically be charged to your Account in the same manner as a Loan Advance beginning on the first anniversary of your Account opening and annually thereafter.
 - b) Late Fee. If Citibank does not receive the full amount of any monthly payment due within 15 calendar days of the due date, you will be charged a Late Fee equal to the greater of 6% of the overdue payment or \$5. However, you will not be charged a Late Fee on an unpaid Late Fee.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

- c) Overlimit Fee. If there is a Loan Advance which causes your Credit Limit to be exceeded, Citibank will charge you a \$29 overlimit fee. This charge will not be imposed on more than one transaction in any monthly billing cycle.
 - d) Stop Payment Fee. If you request Citibank to stop payment on one of your Home Equity Line of Credit Checks, Citibank will charge you an \$8 stop payment charge per request.
 - e) Returned Item Fee. If your payment is returned unpaid for any reason, Citibank will charge you a \$25 returned item fee.
 - f) Early Closure Release Fee. If Citibank pays the closing costs to open your Account and, within 36 months of the date of this Agreement, you request that your Account be closed or take any other action which will result in a release of the Mortgage, you agree to pay an early closure release fee which will consist of all costs Citibank incurred to open your Account. These costs are disclosed as Closing Costs on the first page of this Agreement. The amount of this fee will be automatically charged to your Account in the same manner as a Loan Advance.
 - g) Other Fees Disclosed in Agreement. Any charges imposed by Citibank, if any, in connection with your Account are disclosed above at the beginning of the Agreement and in Section 13 below.
 - h) Other Fees Disclosed in Mortgage. You agree to pay any other fees or charges provided for in the Mortgage or otherwise provided for in the Agreement.
 - i) Fee to Release Prior Lien. You may have to pay a fee to release a prior lien or security interest in the Property.
 - j) You agree to pay any reasonable costs incurred by Citibank in connection with the enforcement of its rights and remedies under the Agreement and the Mortgage, including, but not limited to, any reasonable attorneys' fees and other collection costs.
6. **SECURITY INTEREST IN PROPERTY:** As security for the Agreement, you are giving Citibank a security interest in the Property located at the address shown above, which security interest secures all of your obligations under this Agreement and the Mortgage. This Property is more fully described in the Mortgage you will sign along with this Agreement. Collateral which secures other obligations to Citibank may also secure the Agreement.
7. **PAYMENT TERMS:** You agree to pay your monthly payments by the due date shown on your monthly statement. During the Draw Period, you agree to pay a minimum monthly payment, which will be shown on your monthly statement, and which will equal the sum of any past due or over Credit Limit amounts plus accrued and unpaid Finance Charges and other unpaid fees or charges imposed pursuant to the Agreement. Your paying this minimum monthly payment will not reduce the principal balance of Loan Advances which you owe Citibank, except to the extent over Credit Limit amounts are paid. During the Repayment Period, you agree to pay a monthly payment, which will be shown on your monthly statement, and which will equal the Finance Charges that have accrued on the outstanding balance for the billing period, plus principal equal to the greater of \$50 or 1/240th of your principal balance of Loan Advances as of the end of the Draw Period, plus the sum of the following amounts when applicable: past due amounts on your Account, amount owing in excess of your Credit Limit, Late Fees and other charges imposed pursuant to the Agreement. On the last payment due date of the Repayment Period, any remaining unpaid amounts owed Citibank will be due and payable. You may prepay your Account in whole or in part at any time without penalty, but if you request that your Account be closed or take any other action which will result in a release of the Mortgage, you may owe an early closure release fee as provided for in the OTHER CHARGES section. Loan Advances may not be drawn to make payments on the Account. Citibank may accept late payments or partial payments, even though marked "payment in full," without losing any of Citibank's rights under the Agreement.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

8. **TRANSACTION REQUIREMENTS:** You may draw Loan Advances during the Draw Period up to your Credit Limit if your Account has not been closed or suspended or your Credit Limit reduced to where further Loan Advances would not be permitted.
9. **TERMINATION OF ACCOUNT BY CITIBANK:** Citibank may close your Account, and require payment of the outstanding balance in full in a single payment, if:
- a) You fail to meet the repayment terms of the Agreement for any outstanding balance.
 - b) There has been fraud or a material misrepresentation by you in connection with the Account.
 - c) You take any action or fail to take any action which adversely affects the Property or Citibank's security interest in the Property, including but not limited to: a transfer of title to the Property or sale of the Property without Citibank's written permission; a failure to maintain any required insurance on the Property; failure to pay taxes on the Property; you permit the filing of a lien senior to that held by Citibank; the sole Borrower obligated on the Account dies; the Property is taken through eminent domain; a prior lien-holder forecloses; you commit waste or otherwise destructively use or fail to maintain the Property in a way that adversely affects the Property; there is illegal use of the Property which could subject the Property to seizure; one of two Co-Borrowers dies and Citibank's security is thereby adversely affected; or you move out of the Property and Citibank's security is thereby adversely affected.
 - d) You are or become an "executive officer" of Citibank as defined in Federal Reserve Board Regulation O and Citibank determines to require payment in full to comply with federal regulation. 31 USC 5312 (A)(2)(C)

In addition to the foregoing, Citibank shall have the right to exercise any and all of its rights and remedies allowed by law or as set forth in this Agreement or in the Mortgage, including, but not limited to, the right to bring an action against you and the right to bring a foreclosure action against the Property.

10. **SUSPENSION OF ACCOUNT OR REDUCTION OF CREDIT LIMIT BY CITIBANK:** Citibank may prohibit additional extensions of credit or reduce your Credit Limit during any period in which: 15 USC 12

- a) You or any of you request a suspension of the Account or reduction of the Credit Limit.
- b) The maximum Annual Percentage Rate is reached.
- c) The value of the Property declines significantly below the Property's appraised value for purposes of the Account. As an example, if the value of the Property declines such that the initial difference between the Credit Limit and the available equity (based on the Property's appraised value) is reduced by fifty percent, such an event would constitute a significant decline in the value of the Property.
- d) Citibank reasonably believes that you will be unable to fulfill the repayment obligations under the Agreement because of a material change in your financial circumstances.
- e) You are in default of any material obligation under the Agreement or Mortgage.
- f) Citibank is precluded by government action from imposing the Annual Percentage Rate provided for in the Agreement.
- g) The priority of Citibank's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120% of the Credit Limit.
- h) Citibank is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.

If any of the above circumstances change during the Draw Period and you want to reopen your Account or increase your Credit Limit to the original Credit Limit, you must make such a request to Citibank in writing and pay any bona fide and reasonable appraisal and credit report fees actually incurred by Citibank to investigate whether the above circumstances continue to exist. If Citibank suspended your Account or reduced your Credit Limit as a result of your request, the request for reinstatement must be signed by all of you.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

15 USC 1601 You agree that you will not attempt to obtain any additional credit extensions once you know that your credit privileges have been terminated or suspended. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under the Agreement.

11. OTHER CHANGES TO THE ACCOUNT: Citibank may change the Index and Regular Margin used under the Agreement if the original Index is no longer available, the new index has an historical movement substantially similar to that of the original Index, and the new index and margin would have resulted in an Annual Percentage Rate substantially similar to the rate in effect at the time the original Index became unavailable. Citibank may make a specified change to the Account if you specifically agree to the change in writing at that time. Citibank may make changes to the Account that will unequivocally benefit you throughout the remainder of the Account. Citibank may make insignificant changes in the terms of the Account, including but not limited to: changing the address to which payments are sent; minor changes to features such as the billing cycle date, the payment due date and the day of the month on which Index values are measured; changes in rounding practices within the tolerance rules allowed by applicable regulation; and changes to balance computation methods if the change produces an insignificant difference in the Finance Charge you pay.

12. PROMOTIONAL RATE OFFERS: At Citibank's discretion, Citibank may offer you a promotional rate (a promotional daily periodic rate and/or promotional margin). The period of time for which the promotional rate applies may be limited. Citibank will allocate your payments and credits to pay off balances at low promotional rates before paying off balances at higher periodic rates. Any promotional rate, the corresponding periodic rate, and the period of time during which it is in effect will be disclosed to you. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

13. OPTIONAL CONVERTED BALANCE FEATURE FOR CERTAIN ACCOUNTS:

Option to Convert. Subject to the limitations described below, during the Draw Period and the first 15 years of the Repayment Period, you have the option to convert all or any portion of your Account balance to a fixed Annual Percentage Rate and Daily Periodic Rate for a fixed term. The Annual Percentage Rate does not include costs other than interest. Your exercise of your option to convert is subject to your meeting all of the conditions described below at the time that the fixed rate becomes effective.

Conversion Requirements. Each balance you convert to a fixed rate (the "Converted Balance") must be for a minimum amount of \$10,000.00. The aggregate unpaid amount of all your Converted Balances may not exceed \$500,000.00. However, Citibank may, in its sole discretion and without prior notice, allow the aggregate unpaid amount of all your Converted Balances to exceed \$500,000.00. Citibank's decision to allow the aggregate unpaid amount of all your Converted Balances to exceed \$500,000.00 for any fixed rate conversion does not obligate it to allow the aggregate unpaid amount of all your Converted Balances to exceed \$500,000.00 for any subsequent fixed rate conversion. Each Converted Balance may consist of any portion of the variable rate balance of your Account, any portion of any existing Converted Balance, or both. You may have outstanding a maximum of three (3) Converted Balances at any one time and you may not establish more than five (5) Converted Balances during the term of your Account. At the time of each conversion, you will designate the term for repayment of the Converted Balance. The term for repayment of the Converted Balance will be between 12 to 240 months, but must not exceed the last payment due date of the Repayment Period. You must sign all documentation requested by Citibank on a timely basis in order to effectuate a conversion to a fixed rate. Each conversion to a fixed rate will be effective on the first day of the monthly billing cycle that follows Citibank's receipt and processing of that documentation. You may not use your conversion option to establish a fixed rate for a new Loan Advance drawn on the Account. If you wish to authorize Citibank to pay your minimum monthly payments automatically from your checking or other authorized account, you must authorize Citibank to do so for all of your minimum monthly payments on all of your Converted Balances and the variable rate balance of your Account, and any cancellation or change with respect to that authorization will apply to all of your Converted Balances and the variable rate balance of your Account.

Credit Limit. The portion of your Credit Limit that is available for other Loan Advances will be reduced by the aggregate amount of unpaid Converted Balances. As you repay the principal of each Converted Balance, your available Credit Limit will be replenished in like amounts, subject to the conditions that generally apply to your right to obtain Loan Advances under the terms of this Agreement.

Conversion Fees. We may charge you \$50 each time you elect to convert a portion of your Account balance to a fixed rate.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

Fixed Annual Percentage Rate and Daily Periodic Rate. The **Annual Percentage Rate** for each Converted Balance shall be fixed and will be determined based upon the value of a margin (the "Conversion Margin") and an index (the "Conversion Index"), which are described below. Citibank will add the Conversion Margin to the Conversion Index to determine the **Annual Percentage Rate** for the Converted Balance. The maximum **Annual Percentage Rate** that can apply to a Converted Balance is 18%. The **Daily Periodic Rate** for the Converted Balance will be equal to the **Annual Percentage Rate** for the Converted Balance divided by 365 (366, in a leap year).

Calculation of Periodic Finance Charges. The periodic **Finance Charge** on each Converted Balance for each monthly billing cycle will be calculated as follows. First, Citibank will determine the "daily Converted Balance" for each day of the monthly billing cycle. To determine the "daily Converted Balance," Citibank will take the beginning balance of the Converted Balance each day and subtract any payments and credits relating to that Converted Balance that are received that day. Late Fees, credit life insurance, if any, and unpaid **Finance Charges** will not be counted as part of the daily Converted Balance for purposes of calculating the periodic **Finance Charge**. Second, Citibank will multiply the daily Converted Balance for each day in the monthly billing cycle by the **Daily Periodic Rate** in effect for that day. This will calculate the periodic **Finance Charge** for each day in the monthly billing cycle. Third, Citibank will add together the resulting amounts, which will be the total periodic **Finance Charge** for the Converted Balance for the monthly billing cycle.

see Affidavit of Walker add, Federal Reserve
The Conversion Index. The Conversion Index is the 3-year Interest rate swap listed in the Board of Governors of the Federal Reserve System's Federal Reserve Statistical Release H.15 - Selected Interest Rates (Weekly), as most recently available on the effective date of the conversion to a fixed rate. This Federal Reserve publication can be found on the Board of Governors of the Federal Reserve System's internet web site at <http://www.federalreserve.gov> or may be obtained from the Board of Governors of the Federal Reserve System, Publications Services, 20th Street and Constitution Avenue, NW, Washington, D.C. 20551. If the Conversion Index or any replacement Conversion Index becomes unavailable, Citibank will select a new Conversion Index that will have a historical movement substantially similar to that of the unavailable Conversion Index, and the Conversion Margin will be changed so that the new Conversion Index plus the Conversion Margin will result in a new fixed rate that is substantially similar to the fixed rate that would have applied at the time that the unavailable Conversion Index became unavailable.

The Conversion Margin. The Conversion Margin for each Converted Balance shall be determined by us in our sole discretion based upon the term and rate available, at the time of each exercise of your option, for a comparable home equity loan offered by us to customers having line sizes, combined loan to value ratios and credit scores similar to you. A complete disclosure of the terms of that will apply to your Converted Balance shall be provided to you at the time of the conversion.

Minimum Monthly Payment. Your minimum monthly payment for each Converted Balance is the amount sufficient to repay the original principal balance of the Converted Balance, together with periodic **Finance Charges** at the applicable **Annual Percentage Rate**, in full in substantially equal monthly installments during the scheduled term for repayment of the Converted Balance. The entire outstanding principal balance of the Converted Balance, together with all accrued and unpaid **Finance Charges** and all other fees and charges relating to the Converted Balance, if not sooner paid, will be due and payable in full in a single payment on the last payment due date of the scheduled term for repayment of the Converted Balance. Citibank is not obligated to refinance this amount. The minimum monthly payment will not change by reason of the commencement of the Repayment Period. The minimum monthly payment is in addition to the minimum monthly payment that is due for the variable rate portion of your Account, as provided in Section 7 above, and will be due on the same payment due dates as are payments for the variable rate portion of your Account.

Conditions to Exercise of Your Option to Convert. Your right to exercise your option to convert is subject to your meeting all of the following conditions on the date that the conversion to the fixed rate is effective: (a) your Credit Limit must be for \$25,000.00 or more, (b) you must not be in default under any of the provisions of this Agreement and there may not be any defaults under any provisions of the Mortgage, (c) your Account and your right to obtain Loan Advances may not then be terminated or suspended.

14. **TAX IMPLICATIONS:** You should consult a tax advisor regarding the deductibility of interest (Finance Charges) and other charges under the Agreement.
15. **DELAY IN ENFORCEMENT:** Citibank may delay the exercise of Citibank's rights under the Agreement or Mortgage without losing them.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

16. **PROPERTY INSURANCE:** You agree to maintain insurance on the Property as provided for in the Mortgage. If Borrower fails to maintain property insurance, Citibank may obtain insurance coverage, at Citibank's option and Borrower's expense. Citibank is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Citibank, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Citibank under this Section shall be considered Loan Advances and become additional debt of Borrower secured by the Mortgage.
17. **CREDIT INFORMATION:** You understand and agree that Citibank may obtain credit reports for credit applications and for updates, renewals or extensions of the credit granted. Upon request, Citibank will inform you if a report has been obtained and will give you the name and address of the agency that furnished the report. You also agree that Citibank may obtain and use credit reports and other information that Citibank has obtained in a lawful manner consistent with Citibank's privacy policies about you for subsequent solicitations or for any other lawful purpose.
18. **FURTHER ASSURANCES:** You agree that, upon Citibank's request, you will promptly execute, acknowledge, initial and deliver to Citibank any documentation Citibank deems necessary to replace or correct any lost, misplaced, misstated or inaccurate document signed by you at closing.
19. **GOVERNING LAW:** The Agreement will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Agreement will be governed by the law of the state where the Property is located.
20. **DUE ON SALE:** The Mortgage or Deed of Trust which covers the Property contains substantially the following provision: Due on Transfer Provision – Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Citibank's prior written consent, Citibank may, at Citibank's option, require immediate payment in full of all sums secured by this Mortgage or Deed of Trust. However, Citibank shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage or Deed of Trust. If Citibank exercises this option, Citibank shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Mortgage or Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, Citibank may invoke any remedies permitted by this Mortgage or Deed of Trust without further notice or demand on You.
21. **CHANGE IN NAME, ADDRESS OR EMPLOYMENT:** You agree to notify us in writing of any change in name, address or employment.
22. **NO WAIVER:** Neither you nor Citibank shall be deemed to have waived any of rights, powers or remedies hereunder unless such waiver is embodied in a writing executed by either you or Citibank. The waiver by either you or Citibank of any breach or default by the other party to the Agreement in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.
23. **NOTICES:** All notices provided for in the Agreement shall be in writing and shall be deemed given (a) when delivered on a Business Day if delivered personally, (b) on the day after deposit with any overnight courier if such date is a Business Day, (c) three days after deposit in the United States mail, if delivered by certified mail, return receipt requested, postage prepaid and addressed to you at the address set forth on the first page of the Agreement or addressed to Citibank at the customer service address shown on your monthly statement.
24. **INVALIDITY CLAUSE:** If any provision of the Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of you and Citibank. In either case, the remainder of the Agreement shall continue in full force and effect.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

YOUR BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE)

This notice contains important information about your rights and Citibank's responsibilities under the Fair Credit Billing Act.

Notify Citibank in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to Citibank on a separate sheet at the address listed on your bill. Write to Citibank as soon as possible. Citibank must hear from you no later than 60 days after Citibank sent you the first bill on which the error or problem appeared. You can telephone Citibank, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

31 CFR
363.6
If you have authorized Citibank to pay your Home Equity Line of Credit bill automatically from your checking or other authorized account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach Citibank three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND CITIBANK'S RESPONSIBILITIES AFTER CITIBANK RECEIVES YOUR WRITTEN NOTICE

Citibank must acknowledge your letter within 30 days, unless Citibank has corrected the error by then. Within 90 days, Citibank must either correct the error or explain why Citibank believes the bill was correct.

After Citibank receives your letter, Citibank cannot try to collect any amount you question, or report you as delinquent. Citibank can continue to bill you for the amount you question, including Finance Charges, and Citibank can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Citibank is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Citibank finds that Citibank made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If Citibank did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, Citibank will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Citibank thinks you owe, Citibank may report you as delinquent. However, if Citibank's explanation does not satisfy you and you write to Citibank within ten days telling Citibank that you still refuse to pay, Citibank must tell anyone Citibank reports you to that you have a question about your bill. And, Citibank must tell you the name of anyone Citibank reported you to. Citibank must tell anyone Citibank reports you to that the matter has been settled between you and Citibank when it finally is.

If Citibank does not follow these rules, Citibank cannot collect the first \$50 of the questioned amount, even if your bill was correct.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

AUTHORIZATION TO CHARGE ACCOUNT - AUTO-DEDUCT SERVICE

By signing below, you authorize Citibank to charge your account described below to pay the minimum amounts due Citibank under the above Home Equity Line of Credit Agreement and Disclosure.

Financial Institution Name:

Treasury Direct (31 CFR 363.6)

Address:

1500 Pennsylvania Avenue, Washington DC 20220

ABA Number:

N/A

Account type:

☐ Checking

☐ Money Market

☐ Savings

☒ Other

Account Number:

Authorized Signature

Date

Authorized Signature

Date

As an option and not a condition to the Agreement, Citibank has offered you the convenience of making payments using pre-authorized payments from a checking or savings account as described.

Your payment will be made automatically on your current due date from your account described above. If your due date falls on a weekend or holiday, your payment will be deducted on the last business day before your due date. If there are insufficient funds in your account, Citibank may debit your account for the payment when sufficient funds are available. Your payment will be made automatically at the minimum due amount, as indicated on your billing statement. Even after you enroll for the auto-deduct service, you should continue to make payments due under your statement until the auto-deduct service is in place for your Account.

Citibank reserves the right to cancel the auto-deduct service for your Account if there are insufficient funds in your Account for any three consecutive scheduled debits or if any payment is 60 days in arrears. Citibank also reserves the right to change the terms and conditions of this Auto Deduct Agreement after 21 days prior notice to you.

YOU MAY ATTACH A COPY OF A VOIDED CHECK OR PREPRINTED DEPOSIT OR WITHDRAWAL SLIP FROM THE ACCOUNT DESCRIBED ABOVE IN WHICH FUNDS ARE TO BE DEBITED FROM.

When Recorded Mail To:

Citibank

Document Administration

1000 Technology Drive- MS 221

O'Fallon, MO 63368-2240

This Instrument Was Prepared By:

SHILPA PANSANIA

Citibank

P.O. Box 790017, MS 221

St. Louis, MO 63179

(800) 925-2484

Home Equity Line of Credit DEED OF TRUST

ACCOUNT NO.: 106091318334000

In this Deed, "You", "Your" and "Yours" means, THEYA KANAGARATNAM, A SINGLE WOMAN, of 2316 LAKESHORE AV. 16, OAKLAND, CA 94606, each person signing as trustor. "We," "Us" and "Our" means CITIBANK, N.A. (The "Trustee" means Verdugo Trustee Service Corporation or any successor appointed pursuant to Paragraph 26 of this Deed of Trust. The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Deed of Trust.

The "Property" means the real estate, including the leasehold (if any), located at 2316 LAKESHORE AV. 16, OAKLAND, CA 94606 and having the legal description attached to and made a part of this Deed of Trust.

THIS MORTGAGE between You, Trustee and Us is made as of the date next to Your first signature below and has a final maturity date 30 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed \$100,000.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the Property to be executed to You and such reconveyance is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Deed of Trust (herein "Future Loan Advances")) and, in consideration of the indebtedness herein recited and the trust herein created, You hereby irrevocably grant and convey to Trustee, in trust, with, if allowed by applicable law, power of sale, the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Deed of Trust is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

where is the Land Patent rights?

Deed of Trust, continued

citibank®

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS DEED OF TRUST, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 2 THROUGH 6 FOLLOWING.

THEYA KANAGAPATNAM 10/03/2006
Trustor: THEYA KANAGAPATNAM
☒ Married ☐ Unmarried

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Trustor: THEYA KANAGAPATNAM
☒ Married ☐ Unmarried

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☐ Unmarried

☐ Married

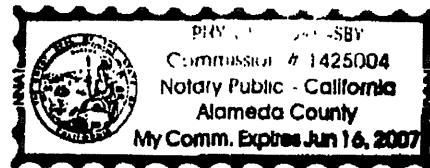
☐ Unmarried

STATE OF CALIFORNIA
COUNTY OF Alameda

On 10/03/2006, before me, *Phyllis E. Grigsby, Notary Public*
personally appeared THEYA KANAGAPATNAM personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Person Taking Acknowledgment)



(Signature of Person Taking Acknowledgment Typed, Printed or Stamped)

You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first deed of trust. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Deed of Trust.

You and We covenant and agree as follows:

- 1. Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Deed of Trust including, without limitation, that evidenced by the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Deed of Trust in such order as We may choose from time to time.
- 3. Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment.

You shall make payments, when due, on any indebtedness secured by a deed of trust or other lien that is prior in right time to this Deed of Trust (a "Prior Deed of Trust"). You shall promptly discharge the lien of any Prior Deed of Trust not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to the Deed of Trust. You shall not enter into any agreement with the holder of a Prior Deed of Trust whereby such Prior Deed of Trust, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Deed of Trust without Our prior written consent.

4. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgage clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Deed of Trust.

If the Property is acquired by Us under Paragraph 14 of this Deed of Trust, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Deed of Trust covers a unit in a condominium project or planned unit development.

5. Preservation and Maintenance of Property; Condominiums and Planned Unit Developments. If this Deed of Trust is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 4 of this Deed of Trust if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Deed of Trust to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Deed of Trust being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against net loss in addition to the other hazards for which insurance is required herein.

6. Protection of Our Security. If You fail to perform Your obligations under this Deed of Trust, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Deed of Trust (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.